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*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	:
	:
SEARS HOLDINGS CORPORATION, et al.,	:
	:
	:
Debtors.¹	:
-----X	

Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)

NOTICE OF FILING OF GLOBAL BIDDING PROCEDURES PROCESS LETTER

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

PLEASE TAKE NOTICE that beginning on October 15, 2018, and continuing thereafter, each of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of New York (the “**Court**”).

PLEASE TAKE FURTHER NOTICE that on November 1, 2018, the Debtors filed with the Court the *Debtors’ Motion for Approval of Global Bidding Procedures* (ECF No. 429) (the “**Motion**”).²

PLEASE TAKE FURTHER NOTICE that on November 19, 2018, the Court entered the *Order Approving Global Bidding Procedures and Granting Related Relief* (ECF No. 816) (the “**Order**”) approving the relief requested in the Motion.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or Order, as applicable.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, the Debtors hereby annex as **Exhibit 1** a process letter identifying the Assets that will be available for sale in connection with the sale of the Go Forward Stores, as well as a general description of the other Assets available for sale in connection with the Global Bidding Procedures (which description shall be subject to modification at any Auction).

Dated: November 21, 2018
New York, New York

/s/ Sunny Singh
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
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*Attorneys for Debtors
and Debtors in Possession*

Exhibit 1

Global Bidding Procedures Process Letter

LAZARD

November [●], 2018

Address Line 1

Address Line 2

Address Line 3

Address Line 4

Attn: [Primary Contact(s)]

Ladies and Gentlemen:

On behalf of Sears Holdings Corporation and its affiliated debtors and debtors in possession (collectively, “Sears” or the “Company”), Lazard Frères & Co. LLC (“Lazard”) is pleased to invite you to submit a non-binding indication of interest (an “Indicative Bid”) in connection with a possible acquisition of the Company or certain assets pursuant to a sale under section 363 of the U.S. Bankruptcy Code or a chapter 11 plan (each, a “Transaction”). The Company is concurrently considering both going concern and liquidation bids at this time pursuant to this process letter.

This letter sets forth the following information and guidelines with respect to submitting an Indicative Bid only and is being furnished to you due to your expressed interest in a potential Transaction. Further information regarding the global procedures established by the U.S. Bankruptcy Court to bid on the Debtors’ assets can be found in the Global Bidding Procedures approved by the Bankruptcy Court.¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Global Bidding Procedures.

Lazard has been engaged as investment banker by Sears to advise on the Company’s ongoing restructuring and potential sales of its assets in one or a series of Transactions. As such, the Company has requested Lazard to solicit preliminary Indicative Bids for a Transaction to enable the Company to potentially identify one or more parties (“Interested Parties”) to be invited to proceed with a more detailed due diligence review and, thereafter, to submit a definitive offer (“Definitive Bid”) that may result in the execution of one or more binding purchase agreements with the Company (each, a “Definitive Agreement”).

While it is the Company’s preference, all else being equal, to receive a combined bid for substantially all of the Company and its assets, the Company is also soliciting Indicative Bids for less than substantially all of the Company, whether based upon a going concern or liquidation.

With respect to going concern bids, the Company is soliciting Indicative Bids for a Transaction that includes, but is not limited to, the following target businesses (each, individually, a “Target Business”) or any combination of any assets comprising one or more of the Target Businesses:

¹ See Global Bidding Procedures are annexed hereto as Attachment A.

- Sears as a going concern (the contemplated go-forward retail footprint, (“Retail NewCo”),² or Retail NewCo together with substantially all assets and component businesses of Sears, such as Sears Auto Centers, Monark, and Innovel, “Sears NewCo”);
- Sears Home Services (“SHS”), including the business unit PartsDirect (“PartsDirect”);
- SHS, excluding PartsDirect;
- PartsDirect (on a stand-alone basis); and/or
- Any of the underlying assets with respect to the Retail NewCo or SearsNewCo on a liquidation basis.

The Company will have maximum flexibility in evaluating the Indicative Bids, including the ability to accept a single bid or multiple partial bids for any assets or combinations of assets that the Company determines to auction, at the direction of the Company’s Restructuring Committee.

With respect to liquidation bids, the Company is soliciting cash and non-cash consideration (e.g. equity, hybrid, fee, debt, or designation rights) bids for part or all of the assets underlying the proposed Retail NewCo footprint and/or Sears NewCo as part of this process.

We also note that the tax profile of the Company represents the potential for substantial future value, and prospective bidders should take into account that an acquisition of the equity of the entire group pursuant to a Chapter 11 plan, through an acquisition of Sears Holdings Corporation, is most likely to preserve this potential value as part of the assets and value acquired.

The Company and its advisors will evaluate the Indicative Bids to inform the overall process, but also to identify potential candidate(s) to engage in further negotiations and designate such party or parties as a “stalking horse” (each, a “Stalking Horse Bidder”).

Please submit your Indicative Bid to the individuals listed below no later than **5:00 p.m. New York time on December 5, 2018**. Your Indicative Bid should be signed on behalf of your organization by a duly authorized officer and should be submitted via email to:

Brandon Aebersold
Managing Director
Lazard Frères & Co. LLC
30 Rockefeller Plaza
New York, NY 10112
Tel: (212) 632-6479
brandon.aebersold@lazard.com

Levi Quaintance
Vice President
Lazard Frères & Co. LLC
30 Rockefeller Plaza
New York, NY 10112
Tel: (212) 632-6418
levi.quaintance@lazard.com

Indications of interest and bids relating solely to fee-owned real estate assets and/or real property leases should be sent directly to the Company’s real estate advisor, Jones Lang LaSalle Incorporated (“JLL”).

² The schedule of go-forward stores comprising Retail NewCo is annexed to the Global Bidding Procedures as Schedule 1.

JLL may be reached at the following e-mail address: dispositionservices@am.jll.com. A process letter for the Company's real estate assets will be distributed separately.

Transaction Timeline and Key Milestones

With respect to timing for a Transaction, the following outlines the currently contemplated key deadlines and other dates:

- Deadline for Indicative Bids, including both going concern and liquidation bids, for the Target Businesses: **5:00 p.m. New York time on December 5, 2018**
- Deadline for the Debtors to Designate a Stalking Horse Bidder for Retail NewCo and File a Sale Notice of Same: **December 15, 2018**
- Deadline to Submit Definitive Bids, including both going concern and liquidation bids, for Retail NewCo: **4:00 p.m. New York time on December 28, 2018**
- Deadline to Notify Prospective Bidder if Definitive Bid for Retail NewCo is a Qualified Bid and for Debtors to Announce Auction Packages: **4:00 p.m. New York time on January 4, 2019**
- If Objection Received to Designated Retail NewCo Stalking Horse Bidder or if Credit Bid is Submitted by an Affiliate or Insider, relevant Hearing Date: **10:00 a.m. New York time on January 11, 2019**
- Retail NewCo Auction Date: **10:00 a.m. New York time on January 14, 2019**
- Target Date to Announce Retail NewCo Auction Results: **January 16, 2019**
- Retail NewCo Sale Hearing Date: **10:00 a.m. New York time on February 1, 2019**

Although the dates above, with the exception of the Indicative Bid deadline, only apply to a bid for all or part of the Retail NewCo, the Company may elect to proceed with a sale of other Target Businesses on a similar timetable. Parties are permitted to submit, and the Company will consider, bids for the other Target Businesses on this timeline or under an alternative timeline as permitted in accordance with the Global Bidding Procedures.

Virtual Data Room, Q&A, Conference Calls, and Site Visits

- i. Virtual Data Room: To facilitate your due diligence process, you will be, or have already been, invited to access a virtual data room ("Virtual Data Room") subject to the execution of a confidentiality agreement with the Company (the "Confidentiality Agreement"). Please note that all information available in the Virtual Data Room is and must be treated as confidential information pursuant to the Confidentiality Agreement.
- ii. Additional Diligence Requests: The Company and their advisors will work to accommodate all reasonable requests for additional information and due diligence access from potential Interested Parties. Please submit written questions or additional information requests to Lazard. We kindly ask you list every information request or question individually, indicating those that are considered to be high priority, and avoid duplicative information requests or questions.

- iii. Questions for Management or Subject Matter Experts: Requests for management conference calls on specific topics (to address due diligence inquiries, respond to outstanding questions, or clarify responses or information provided in the Virtual Data Room or otherwise) will be evaluated on a case-by-case basis. You will be asked to submit questions or topics for conference calls in advance to Lazard.
- iv. Site Visit: Requests for a site visit to Company locations will be evaluated on a case-by-case basis.

All discussions regarding your Indicative Bid and the guidelines outlined herein should be directed to the Lazard representatives. **Under no circumstances should the Company, its employees, or employees of its affiliates be contacted directly, unless otherwise approved in writing by the Company.**

Terms and Conditions to Be Addressed in the Indicative Bid

Submitted Indicative Bids must comply with the below requirements to be considered:

- i. Scope of Transaction: Describe the contemplated Transaction and provide a clear description of the businesses and/or assets that you intend to acquire (and liabilities assumed, if applicable).
- ii. Consideration: The total purchase price to be paid by you upon closing of a Transaction. Cash consideration paid in full at closing is preferred; however, other forms of consideration will be considered, including (i) credit bids, and/or (ii) other non-cash consideration (*e.g.*, stock, seller-financed debt, etc.).
- iii. Other Value: If the value of the bid includes non-cash components, including contracts and leases to be assumed and assigned, assumed liabilities, etc., the bid should include a detailed analysis of the value and any back-up documentation to support such value.
- iv. Required Approvals: Identify all required governmental/regulatory approvals and include a statement that you will obtain all governmental/regulatory approvals required to purchase the applicable assets and/or operate the applicable business.
- v. Financial Wherewithal: State that you are financially capable of consummating the Transaction(s) contemplated, including sufficient evidence to allow a determination of the same, and, if applicable, provide information supporting your ability to provide adequate assurance of future performance, including copies of any commitment letters.
- vi. Allocation: Bid must include an allocation of value to various assets included in the Transaction. For example, in an Indicative Bid for Sears NewCo, please include the allocation of value to Retail NewCo and SHS.
- vii. Advisors: Please include the identity of any outside advisors (*e.g.*, legal, financial, accounting or consultants) that you have engaged or would consider engaging to assist you in the Transaction, indicating whether or not they have already been engaged.
- viii. Contact Information: Your Indicative Bid must include a list of contacts (and contact information) with whom Lazard can discuss your Indicative Bid, as well as any relevant contact information for your advisors, if applicable.
- ix. Other Information: Please include any other information that you would deem relevant for the Company and its advisors to evaluate your Indicative Bid.

Following the receipt of your Indicative Bid, the Company may notify you on or about December 7, 2018 that you have been invited to submit a Definitive Bid. The selection of Interested Parties will be determined by the Company in accordance with the Global Bidding Procedures and the Company reserves the right to reject any bidder from further due diligence and discussions of a Definitive Bid. Should you be selected to participate in the Definitive Bid process, you will be provided with a form of purchase agreement.

Other Information

If you have executed or will execute a Confidentiality Agreement with the Company, its terms apply to the process as outlined in this letter. As a result, pursuant to the terms and conditions of the Confidentiality Agreement, you must keep all information received regarding the Company pursuant to the Confidentiality Agreement, including your participation in the bidding process, strictly confidential.

Except as provided in the Global Bidding Procedures Order, the Company shall have the right, after consulting with the DIP agents and the Creditors' Committee, in a manner consistent with their fiduciary duties and applicable law, to modify the procedures at any time, including: waive terms and conditions with respect to any Interested Party, extend deadlines, announce at the auction modified or additional procedures for conducting the auction and provide reasonable accommodations to any Interested Party with respect to terms, conditions and deadlines of the bidding and auction process to promote further bids on any assets.

Neither the Company nor Lazard nor any of the Company's representatives makes any representation or warranty, express or implied, as to the accuracy or completeness of any information provided to you or your representatives by the Company or its representatives in connection with matters contemplated hereby. Only those representations and warranties that may be made in a Definitive Agreement, when, as and if executed and subject to such limitations and restrictions as may be specified therein, shall have any legal effect, and you agree that if you determine to engage in a Transaction, such determination will be based solely on the terms of such Definitive Agreement and on your own investigation, analysis and assessment of a Transaction. Except as provided in any such Definitive Agreement, neither the Company nor any of its representatives shall have any liability to you or your affiliates or representatives, resulting from the use of, or reliance on, any information provided to you or your representatives. By submitting an Indicative Bid, you acknowledge that you are relying solely on your own independent investigation and evaluation of the Target Businesses and that you accept the terms of this letter. You will bear all costs and expenses related to this process, your investigation and evaluation of the Target Businesses or that you otherwise incur in connection with your evaluation of a Transaction, including, without limitation, the fees and disbursements of your own legal counsel, agents and advisors, whether or not the Company proceeds with your Indicative Bid.

On October 15, 2018 the Company and certain affiliated debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "U.S. Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York. In the context of the Company's bankruptcy process, any Definitive Agreement that the Company may execute with you or others may be subject to court approval under the applicable provisions of the U.S. Bankruptcy Code. The Company's legal counsel, Weil, Gotshal & Manges LLP, is available to discuss the U.S. bankruptcy process and any implications thereof with respect to a Transaction.

On behalf of the Company, we appreciate your interest and look forward to working with you.

Very truly yours,
LAZARD FRÈRES & CO. LLC

LAZARD

Attachment A

Global Bidding Procedures

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
SEARS HOLDINGS CORPORATION, et al.,	:
	:
	:
Debtors.¹	:
-----X	

Chapter 11
Case No. 18-23538 (RDD)
(Jointly Administered)

GLOBAL BIDDING PROCEDURES

The procedures set forth herein (the “**Global Bidding Procedures**”) will be employed in connection with a sale or disposition of certain of the assets of Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”).

By the *Debtors’ Motion for Approval of Global Bidding Procedures* (the “**Motion**”), the Debtors sought, among other things, approval of the Global Bidding Procedures for soliciting bids for, conducting auctions (each, an “**Auction**”) of, and consummating sales (each, a “**Sale Transaction**”) of their assets, as further described herein.

On November 19, 2018, the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), entered the an order approving the Motion (ECF No. 816) (the “**Global Bidding Procedures Order**”).²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

² All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion and the Global Bidding Procedures Order.

To the extent that the Global Bidding Procedures require the Debtors to consult with any Consultation Party in connection with making a determination or taking any action, or in connection with any other matter related to the Global Bidding Procedures or at any Auction, the Debtors shall do so in a regular and timely manner prior to making such determination or taking such action.

I. **Description of the Assets**

The Debtors are seeking to sell their stores and related assets identified on **Schedule 1** (the “**Go Forward Stores**”). A party who is interested in purchasing any of the Go Forward Stores may submit a bid for all or some of the Go Forward Stores either on a going concern basis or on a liquidation basis. The Debtors will announce by December 15, 2018 whether they have obtained a Stalking Horse Bidder for the Go Forward Stores. Parties are also permitted to submit bids for, and the Debtors will consider, in consultation with the Consultation Parties, any other Assets, including bids for liquidation sales or any or all of the Assets, either together with or independent from any bid for all or some of the Go Forward Stores by the Bid Deadline. Additional details regarding the sale and auction process for the Go Forward Stores and any other assets for sale will be contained in a process letter to be filed with the Court no later than **November 21, 2018**.

Any party interested in submitting a bid for any of the Debtors’ Assets should contact the Debtors’ investment banker, Lazard Frères & Co., LLC, 30 Rockefeller Plaza, New York, New York 10112 (Attn: Brandon Aebersold and Levi Quaintance (project.blue.rx@lazard.com)).

The sale of any real estate Assets will not be free and clear of (and shall not extinguish or otherwise diminish) any interests, covenants, or rights applicable to such real estate assets or rights that limit or condition the permitted use of the property such as easements, reciprocal easement agreements, operating or redevelopment agreements, covenants, licenses, or permits (collectively, “**Restrictive Covenants**”) unless (i) the counterparties to a Restrictive Covenant agree otherwise or (ii) the Court so determines after specific notice that the Debtors are seeking to sell an Asset free and clear of an identified Restrictive Covenant, an opportunity for counterparties to object, and a hearing.

II. **Designation of Stalking Horse Bidders**

To the extent the Debtors designate a Stalking Horse Bidder with respect to any of the Assets, including the Go Forward Stores, which designation shall be after consultation with the Consultation Parties, the Debtors shall promptly upon execution of a Stalking Horse Agreement (and in no event more than one (1) calendar day following such execution) file a Sale Notice setting forth the material terms of such Stalking Horse Agreement, including any Credit Bid and Stalking Horse Bid Protections, and attaching the Stalking Horse Agreement and proposed sale order.

- i. **Objections to Stalking Horse Agreement.** Any objections to the designation of a Stalking Horse Bidder or any other Stalking Horse Bid Protection pursuant to the terms and provisions of a Stalking Horse Agreement, including any Credit Bid or Termination Payment (each, a

“**Stalking Horse Designation Objection**”) must (i) be in writing; (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules; (iii) state, with specificity, the legal and factual bases thereof; and (iv) be filed with the Court and served on the Objection Recipients within ten (10) calendar days after filing and service of the applicable Sale Notice with respect to all assets other than the Go Forward Stores; provided that if a designated Stalking Horse Bidder is an insider or affiliate of the Debtors, parties in interest will have fourteen (14) calendar days after filing and service of the applicable Sale Notice to file a Stalking Horse Designation Objection. Parties in interest shall have until **December 31, 2018, at 4:00 p.m. (Eastern Time)** to object to the designation of a Stalking Horse Bidder (including any Credit Bid or Stalking Horse Bid Protection) with respect to the sale of the Go Forward Stores.

If a timely Stalking Horse Designation Objection is filed and served in accordance with the preceding paragraph, the proposed Stalking Horse Bid Protections, including any Termination Payment, provided for under such agreement, shall not be approved until the Stalking Horse Designation Objection is resolved, either consensually, by agreement of the objecting party and the Debtors (after consulting with the Consultation Parties), or by order of the Bankruptcy Court resolving such objection.

For the avoidance of doubt, any Stalking Horse Agreement shall not be binding on the Debtors or their estates absent approval (or deemed approval) by the Bankruptcy Court as set forth herein.

- ii. Failure to File Timely Stalking Horse Designation Objection. If no timely Stalking Horse Designation Objection is filed and served with respect to an applicable Stalking Horse Agreement in accordance with the Global Bidding Procedures, the Stalking Horse Bid Protections, including any Termination Payment shall be deemed approved; provided that if an affiliate or insider of the Debtors includes a Credit Bid for part or all of their applicable Stalking Horse Bid, the Debtors will schedule a hearing prior to the commencement of the Auction for determination of such affiliate’s ability to Credit Bid, and such affiliate shall not be entitled to Credit Bid at the Auction unless it has received an order of the Court approving its ability to Credit Bid prior to the Auction. Notwithstanding anything to the contrary herein, in the Motion or in the Global Bidding Procedures, for the avoidance of doubt, any affiliate shall be entitled to include a Credit Bid for all or part of its Stalking Horse Bid or Qualified Bid to be submitted by the applicable Bid Deadline and a determination that such Credit Bid constitutes a Qualified Bid may not be made absent an order of the Court.

III.
Important Dates and Deadlines
Assets Other Than Go Forward Stores

Within ten (10) days of service of the Sale Notice	Deadline to object to designation of a Stalking Horse Bidder and any Stalking Horse Bid Protections offered to a party that is not an insider or affiliate (including any Credit Bid or Termination Payment)
Within fourteen (14) days of service of the Sale Notice	Deadline to object to designation of Stalking Horse Bidder and any Stalking Horse Bid Protection offered to an insider or affiliate (including any Credit Bid or Termination Payment)
Within fourteen (14) days of service of the Assumption and Assignment Notice and Adequate Assurance Information for Stalking Horse Bidder, as applicable	Deadline to object to (i) the Debtors' proposed Cure Costs for Proposed Assumed Contracts in an applicable Stalking Horse Package and (ii) the assumption of and assignment to a Stalking Horse Bidder(s) of any Proposed Assumed Contracts or any Contracts or Leases that may later be designated by a Stalking Horse Bidder for assumption and assignment
No earlier than twenty (20) days following service of the Sale Notice	Bid Deadline
Subject to Court Availability	Hearing on Stalking Horse Bidder Objections or Qualification of Affiliate/Insider Credit Bid
Within five (5) days of the Bid Deadline or Court determination	Deadline for the Debtors to notify Prospective Bidders of their status as Qualified Bidders and announcement of Auction Packages
Not less than twenty-five (25) days following service of the Sale Notice	Auction
Within two (2) days of the conclusion of the Auction	Target date for the Debtors to file with the Bankruptcy Court the Notice of Auction Results and to provide applicable Counterparties with Adequate Assurance Information for the Successful Bidders if different than Stalking Horse Bidders
Ten (10) days following the filing of Notice of Auction Results and service of the Adequate Assurance Information	Deadline to object to (i) the proposed Sale Transaction(s) for Successful Bidders (including Stalking Horse Bidders), (ii) Debtors' proposed Cure Costs for Proposed Assumed Contracts not already included in an applicable Assumption and Assignment Notice, (iii) the assumption of and assignment to a Successful Bidder(s) (including a Stalking Horse Bidder) of any Proposed Assumed Contracts or any Contracts or Leases that may later be designated by such Successful Bidder(s) for assumption and assignment, and (iv) the conduct of the Auction

Within five (5) days of the deadline to file Sale Objections	Proposed date of Sale Hearing (subject to the availability of the Court)
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**IV.
Important Dates and Deadlines
Go Forward Stores**

November 15, 2018 at 10:00 a.m. (ET)	Hearing to consider approval of Global Bidding Procedures and entry of Global Bidding Procedures Order
December 5, 2018	Deadline to Submit Non-Binding Indication of Interest
December 15, 2018	Deadline for the Debtors to designate Stalking Horse Bidder for Go Forward Stores and file a Sale Notice with respect to the Go Forward Stores designating a Stalking Horse Bidder
December 28, 2018 at 4:00 p.m. (ET)	Bid Deadline for Go Forward Stores
December 31, 2018 at 4:00 p.m. (ET)	Deadline to object to the designation of a Stalking Horse Bidder and any Stalking Horse Bid Protections offered for the Go Forward Stores (including any Credit Bid or Termination Payment)
The later of (i) fourteen (14) calendar days after service of the Assumption and Assignment Notice and (y) January 7, 2019	Deadline to object to (i) proposed Cure Costs for Proposed Assumed Contracts in a Stalking Horse Bid for the Go Forward Stores and (ii) Adequate Assurance Information for Stalking Horse Bidder for Go Forward Stores
January 4, 2019 at 4:00 p.m. (ET)	Deadline for the Debtors to notify Prospective Bidders of their status as Qualified Bidders and announcement of Auction Packages
January 11, 2019 at 10:00 a.m. (ET)	Hearing on Stalking Horse Designation Objections and on objections to the qualification of any Credit Bid by affiliate or insider, if necessary
January 14, 2019 at 10:00 a.m. (ET)	Auction for Go Forward Stores to be conducted at the offices of Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153
January 16, 2019	Target date for the Debtors to file with the Bankruptcy Court the Notice of Auction Results and to provide the applicable Counterparty with Adequate Assurance Information for the Successful Bidder if different than the Stalking Horse Bidder

The later of (i) January 24, 2019 at 4:00 p.m. (ET) and (ii) eight (8) days of the filing of the Notice of Auction Results and service of the Adequate Assurance Information	Deadline to object to (i) the proposed Sale Transaction for a Successful Bidder (including a Stalking Horse Bidder), (ii) Debtors' proposed Cure Costs for Proposed Assumed Contracts not included in any Stalking Horse Bid, (iii) the assumption of and assignment to a Successful Bidder that is not a Stalking Horse Bidder of any Proposed Assumed Contracts or any Contracts or Leases that may later be designated by such Successful Bidder for assumption and assignment, and (iv) conduct of the Auction
January 29, 2019 at 4:00 p.m. (ET) or two (2) days prior to the Hearing Date	Debtors' Deadline to Reply to Sale Objections
February 1, 2019 at 10:00 a.m. (ET)	Sale Hearing

V. Noticing

A. Consultation Parties

Throughout the sale process, the Debtors and their advisors will regularly and timely consult with the following parties (collectively, the “**Consultation Parties**”):

- i. Bank of America, N.A., in its capacity as the administrative agent under the First Lien Credit Facility and DIP ABL Agent and its advisors, including Skadden, Arps, Slate, Meagher & Flom LLP; and Berkeley Research Group, LLC;
- ii. Wells Fargo Bank, National Association, in its capacity as Co-Collateral Agent under the First Lien Credit Facility and Co-Collateral Agent under the DIP ABL Facility (as defined in the DIP ABL Orders) (together with Bank of America, N.A., the “**DIP ABL Agents**”) and its advisors, including Choate, Hall & Stewart LLP; and
- iii. the official committee of unsecured creditors appointed in the Debtors' chapter 11 cases (the “**Creditors' Committee**”) and its advisors, including Akin Gump Strauss Hauer & Feld LLP.

The Debtors shall promptly provide copies of all bids and non-binding indications of interest received by the Debtors to the Consultation Parties, but in no event later than the next calendar day after such bid is received; provided that the Consultation Parties must treat such bids and any related information as confidential and shall not publicly disclose such information without the written consent of the Debtors and the applicable bidder; provided, further that any bids by an insider or affiliate must be provided to the Consultation Parties at the same time such bids are provided to the Debtors.

The Debtors shall not consult with or provide copies of bids regarding any assets to any Consultation Party or any insider or affiliate of the Debtors pursuant to the terms of these Global Bidding Procedures if such party has a bid for the Assets pending, or expressed any written interest in bidding for any of the Assets; provided, however, that if such Consultation Party or insider or affiliate of the Debtors chooses not to submit any bid, then such party may receive copies of all bids following expiration of the latest possible Bid Deadline (as such Bid Deadline may be extended hereunder). Notwithstanding the foregoing, if a member of the Creditors' Committee submits a Qualified Bid (as hereinafter defined), the Creditors' Committee will maintain its consultation rights as a Consultation Party; provided that the Creditors' Committee shall exclude such member from any discussions or deliberations regarding a transaction involving the applicable Assets, and shall not provide any confidential information regarding the Assets or a transaction involving the Assets to the bidding committee member.

For the avoidance of doubt, any consultation rights afforded to the Consultation Parties by these Global Bidding Procedures shall not limit the Debtors' discretion in any way and shall not include the right to veto any decision made by the Debtors in the exercise of their reasonable business judgment. Rights that Consultation Parties may have pursuant to the terms of other agreements or orders of the Court shall not be affected by these Global Bidding Procedures or the Global Bidding Procedures Order.

B. Bid Notice Parties

Qualified Bids must be submitted in writing to the following parties (collectively, the "Bid Notice Parties"):

- i. the Debtors (Attn: Rob Riecker (rob.riecker@searshc.com); Luke Valentino (luke.valentino@searshc.com); and Mohsin Meghji (mmeghji@miiipartners.com));
- ii. counsel to the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, P.C. (ray.schrock@weil.com); Jacqueline Marcus, Esq. (jacqueline.marcus@weil.com); Garrett A. Fail, Esq. (garrett.fail@weil.com); and Sunny Singh, Esq. (sunny.singh@weil.com));
- iii. the Debtors' investment banker, Lazard Frères & Co., LLC, 30 Rockefeller Plaza, New York, New York 10112 (Attn: Brandon Aebersold and Levi Quaintance (project.blue.rx@lazard.com)); and
- iv. to the extent such bid is submitted by an insider or affiliate of the Debtors, each of the Consultation Parties.

C. Sale Notice Parties

The "Sale Notice Parties" shall include the following persons and entities:

- i. the Consultation Parties (as applicable);

- ii. the Standard Parties (as defined in the *Amended Order Implementing Certain Notice and Case Management Procedures* (ECF No. 405));
- iii. any governmental authority known to have a claim against the Debtors in these chapter 11 cases;
- iv. all applicable federal, state, and local taxing and regulatory authorities, including the Internal Revenue Service;
- v. all environmental authorities having jurisdiction over any of the Assets, including the Environmental Protection Agency;
- vi. the United States Attorney General;
- vii. the United States Attorney for the Southern District of New York;
- viii. the Office of the Attorney General and Office of the Secretary of State in each state in which the Debtors operate;
- ix. the Antitrust Division of the United States Department of Justice;
- x. the Federal Trade Commission;
- xi. Cardtronics USA, Inc.;
- xii. all entities known or reasonably believed to have asserted a lien, encumbrance, claim or other interest in any of the assets offered for sale;
- xiii. all Counterparties to Contracts and Leases (including any reciprocal easement agreements) that could be assumed or rejected in connection with a Sale Transaction and any additional Contracts or Leases that may be designated for assumption and assignment;
- xiv. all persons and entities known by the Debtors to have expressed an interest to the Debtors in a transaction involving any material portion of the Assets during the past twelve (12) months, including any person or entity that has submitted a bid for any material portion of the Assets;
- xv. any consumer privacy ombudsman appointed under section 332 of the Bankruptcy Code;
- xvi. all of the persons and entities entitled to notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”); and
- xvii. all other persons and entities as directed by the Bankruptcy Court.

Within one (1) calendar day after the (a) execution of any Stalking Horse Agreement, including with respect to the Go Forward Stores and (b) determination by the Debtors to auction an asset without a Stalking Horse Bidder, the Debtors shall file with the Bankruptcy Court, serve on the Sale Notice Parties, and cause to be published on the Prime Clerk Website a notice (the “**Sale Notice**”), setting forth (i) a complete list and general description of the Assets (subject to modification at any Auction); (ii) the date, time, and place of the (x) Auction and (y) Sale Hearing; (z) Sale Objection Deadlines; and (aa) the procedures for objecting to the proposed Sale Transaction(s)

As soon as reasonably practicable following, but no later than five (5) business days after the execution of a Stalking Horse Agreement with respect to the Go Forward Stores, the Debtors shall cause the information contained in the Sale Notice to be published once in at least one national publication.

D. Objection Recipients

Sale Objections shall be filed with the Bankruptcy Court and served on the following parties (collectively, the “**Objection Recipients**”): (i) the Bid Notice Parties; (ii) the Consultation Parties; and (iii) counsel to the relevant Stalking Horse Bidder, if applicable, or Successful Bidder (as hereinafter defined) at the applicable Auction by no later than (a) with respect to the sale of the Go Forward Stores to a Successful Bidder, including a Stalking Horse Bidder, the later of (x) **January 24, 2019 at 4:00 p.m. (Eastern Time)** and (y) eight (8) days after the filing of the Notice of Auction Results and service of the Adequate Assurance Information and (b) with respect to the sale of all other Assets, including a sale to an applicable Stalking Horse Bidder, within ten (10) days of the filing of the Notice of Auction Results and service of the Adequate Assurance Information (the “**Sale Objection Deadline**”); provided that, the Debtors may extend the Sale Objection Deadline, as the Debtors deem appropriate in the exercise of their reasonable business judgment after consultation with the Consultation Parties.

E. Notices Regarding Assumption and Assignment

The Debtors shall provide all notices regarding the proposed assumption, assignment, and designation of Contracts and Leases in accordance with the Global Bidding Procedures Order

VI. **Bidder Qualifications**

Each person or entity that desires to participate in any Auction (each, a “**Prospective Bidder**”) as determined by the Debtors, after consultation with the Consultation Parties, shall satisfy each of the following eligibility requirements:

A. Due Diligence

To be eligible to participate in an Auction, a Prospective Bidder must first execute a confidentiality agreement, in form and substance satisfactory to the Debtors. Upon execution of a valid confidentiality agreement, any Prospective Bidder identified by the Debtors, after consultation with the Consultation Parties, to be reasonably likely to be a Qualified Bidder (as

hereinafter defined) that wishes to conduct due diligence on the Assets may be granted access to confidential information regarding the same, including an information package containing information and financial data with respect to the applicable Assets and access to a data room (the “**Data Room**”) with confidential electronic data concerning the Assets. If the Debtors, after consultation with the Consultation Parties, determine that a Prospective Bidder does not qualify as a Qualified Bidder, the Prospective Bidder shall not be entitled to access to the Data Room or receive additional non-public information regarding the Debtors’ businesses, the Assets, or the sale process.

Promptly upon a Prospective Bidder entering into a confidentiality agreement, but in any event no later than the next calendar day following such event, the Debtors will notify each of the Consultation Parties and provide to such Consultation Parties copies of such executed confidentiality agreements.

The Debtors will work to accommodate all reasonable requests for additional information and due diligence access from Prospective Bidders. All due diligence requests shall be directed to the Debtors’ investment banker, Lazard Frères & Co., LLC, 30 Rockefeller Plaza, New York, New York 10112 (Attn: Brandon Aebersold and Levi Quaintance (project.blue.rx@lazard.com)).

B. Non-Binding Indication of Interest Date for Go Forward Stores

If you are interested in purchasing any of the Go Forward Stores, whether individually, in combination, or in connection with a Stalking Horse Store Package, you are encouraged contact the Debtors’ advisors by **December 5, 2018** (the “**Non-Binding Indication of Interest Date**”), in writing expressing your interest and identifying the Assets in which you are expressing such interest to Lazard Frères & Co., LLC, 30 Rockefeller Plaza, New York, New York 10112 (Attn: Brandon Aebersold and Levi Quaintance (project.blue.rx@lazard.com))

Note that submitting an indication of interest by the Non-Binding Indication of Interest Date does not obligate you to submit a formal bid or to participate in the sale process and does not exempt you from also having to submit a Qualified Bid by the applicable Bid Deadline (defined below) in order to participate in any subsequent Auction for the Assets on which you are indicating an interest, all as described below.

C. Bid Deadline

Any Prospective Bidder that intends to participate in an Auction must submit a Qualified Bid (as hereinafter defined) on or before **December 28, 2018, at 4:00 p.m. (Eastern Time)** with respect to the Go Forward Stores and within twenty (20) days of service of the applicable Sale Notice with respect to all other Assets (each, a “**Bid Deadline**”) in writing to the Bid Notice Parties.

The Debtors may, in consultation with the Consultation Parties and consistent with the terms of the DIP ABL Documents (as defined in the DIP ABL Orders), extend a Bid Deadline for any reason whatsoever, in their reasonable business judgment, for all or certain Prospective Bidders. For the avoidance of doubt, any such extension shall not affect any applicable milestones under the DIP ABL Orders.

D. Qualified Bid Requirements

To qualify as a “**Qualified Bid**,” a bid must (i) be a Stalking Horse Bid, or (ii) be in writing and determined by the Debtors, after consultation with the Consultation Parties, to satisfy the following requirements:

1. Identification of Bidder. A Qualified Bid must fully disclose the legal identity of each person or entity bidding for the Assets or otherwise participating in the Auction in connection with such bid (including any equity holders or other financial backers, if the Prospective Bidder is an entity formed for the purpose of submitting bids or consummating a Sale Transaction), and the complete terms of any such participation, and must also disclose any connections, arrangements, or agreements, whether oral or written, with the Debtors, any other known Prospective Bidder or Qualified Bidder, and/or any officer or director of the foregoing.
2. Proposed APA. A Qualified Bid must include an executed asset purchase agreement (the “**Proposed APA**”) with a redline marked to show any proposed amendments and modifications to the Stalking Horse Agreement (if any).
3. Purchased Assets. A Qualified Bid must clearly identify the following:
 - a. the Assets to be purchased, including any Contracts and Leases of the Debtors that would be assumed and assigned in connection with the proposed Sale Transaction (all such Contracts and Leases, the “**Proposed Assumed Contracts**”);
 - b. with respect to a bid for multiple Assets, the allocation of value in U.S. dollars that the Prospective Bidder associates with each Asset (or group of Assets if such bid is conditioned upon the purchase of all Assets in such group), including a description of any significant assumptions on which such valuation is based;
 - c. the liabilities, if any, to be assumed, including any debt to be assumed; and
 - d. the Credit Bid or Landlord Bid (each as hereinafter defined), or non-cash consideration, if applicable, and/or the cash purchase price of the bid.
4. Form of Consideration.
 - a. Credit Bidding. Persons or entities holding a perfected security interest in Assets may seek to Credit Bid, to the extent permitted by applicable law and the documentation governing the Debtors’ prepetition credit facilities; provided that if an affiliate or insider of the Debtors includes a Credit Bid for part or all of their applicable

Stalking Horse Bid, the Debtors will schedule a hearing prior to the commencement of the Auction for determination of such affiliate's ability to Credit Bid, and such affiliate shall not be entitled to Credit Bid at the Auction unless it has received an order of the Court approving its ability to Credit Bid prior to the Auction and compliant with the DIP ABL Orders. Each of the DIP ABL Agents shall be deemed a Qualified Bidder and shall be entitled to Credit Bid all or a portion of its respective DIP ABL Obligations or Prepetition ABL Obligations (each as defined in the DIP ABL Orders) as applicable, in accordance with section 363(k) of the Bankruptcy Code.

Notwithstanding anything to the contrary herein, in the Motion or in the Global Bidding Procedures, for the avoidance of doubt, any affiliate shall be entitled to include a Credit Bid for all or part of its Stalking Horse Bid or Qualified Bid to be submitted by the applicable Bid Deadline and a determination that such Credit Bid constitutes a Qualified Bid may not be made absent an order of the Court.

- b. Landlord Bid. Subject to the Debtors' discretion to consider such bids, any bid submitted by a landlord for the purchase of one of more of such landlord's own Leases (each such bid, a "**Landlord Bid**") may include a purchase price comprised of a (i) cash component, and (ii) a non-cash component that represents a valid and undisputed "credit" for any unpaid amounts validly due under such Lease (a "**Landlord Credit**") to reduce the cash consideration for the applicable Lease, but not the Good Faith Deposit (as hereinafter defined) required.
 - c. Other Non-Cash Consideration. Subject to the Debtors' discretion to consider such bids, in consultation with the Consultation Parties, a bid may be in the form of or include non-cash consideration such as stock or debt securities.
 - d. Cash Requirements. All bids must provide sufficient cash consideration for the payment of any applicable Termination Payment in cash in full. Any Credit Bid must include a cash component sufficient to pay any applicable Termination Payment and all obligations secured by senior liens on the applicable Assets.
5. Good Faith Deposit. Other than bids that are comprised entirely of a Credit Bid or a Landlord Bid (as permitted hereunder), a Qualified Bid must be accompanied by a "**Good Faith Deposit**" in the form of cash in the amount equal to at least ten percent (10%) of the cash portion of the proposed purchase price. A Good Faith Deposit is required for any bid that includes a cash component, including any bid that is part cash and part

Credit Bid or Landlord Bid. The Debtors may require a higher Good Faith Deposit in their discretion, after consultation with the Consultation Parties, as necessary to protect the interests of their estates or to maximize value. Good Faith Deposits shall be deposited prior to the Bid Deadline, with an escrow agent selected by the Debtors (the “**Escrow Agent**”), pursuant to the escrow agreement to be provided by the Debtors to Prospective Bidders, and Qualified Bidders shall provide information reasonably requested by the Escrow Agent to establish the deposit, including KYC information. All Good Faith Deposits shall be held in escrow until no later than ten (10) days after the conclusion of the Auction (except for the Good Faith Deposits of the Successful Bidder(s) and Back-Up Bidder(s)), and thereafter returned to the respective bidders in accordance with the provisions of Part IX of these Global Bidding Procedures.

To the extent that a bid is modified at or prior to the Auction, the bidder must adjust its Good Faith Deposit so that it equals no less than the required deposit to purchase the applicable Assets.

6. Financial Information. A Qualified Bid must include the following:
 - a. a statement that the Prospective Bidder is financially capable of consummating the Sale Transaction(s) contemplated by the Proposed APA;
 - b. if applicable, and except for a Landlord Bid, information supporting the Prospective Bidder’s (or any other proposed assignee’s) ability to comply with the requirement to provide adequate assurance of future performance under Bankruptcy Code section 365(f)(2)(B) and, if applicable, Bankruptcy Code section 365(b)(3), including (i) the Prospective Bidder’s financial wherewithal and willingness to perform under Proposed Assumed Contracts and any other Contracts and Leases that may later be designated by the Prospective Bidder (if named a Successful Bidder) for assumption and assignment in connection with a Sale Transaction; and (ii) the identity of any known proposed assignee of applicable Contracts or Leases (if different from the Prospective Bidder) with contact information for such person or entity (such information, “**Adequate Assurance Information**”). The Adequate Assurance Information may, but shall not be required to include (a) a corporate organizational chart or similar disclosure identifying ownership and control of the proposed assignee of applicable Contracts and Leases; (b) financial statements, tax returns, and annual reports, (c) any financial projections, calculations, and/or financial pro-formas prepared in contemplation of purchasing leases, (d) the number of stores the proposed assignee operates and all trade names that the proposed

assignee uses, (e) the proposed assignee's intended use of the leased premises, (f) the proposed assignee's experience in retail and in operating in-line and/or anchor stores in a shopping center; and (g) a contact person for the proposed assignee; and

- c. sufficient evidence, as reasonably determined by the Debtors, to allow the Debtors, in consultation with the Consultation Parties, to determine that the Prospective Bidder has, or can obtain, the financial wherewithal to consummate the Sale Transactions contemplated in the Prospective Bidder's Proposed APA in a timely manner, including copies of any commitment letters.

7. Representations and Warranties. A Qualified Bid must include the following representations and warranties:

- a. a statement that the Prospective Bidder has had an opportunity to conduct any and all due diligence regarding the applicable Assets prior to submitting its bid;
- b. a statement that the Prospective Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Assets in making its bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Prospective Bidder's Proposed APA ultimately accepted and executed by the Debtors; and
- c. a statement that it has not engaged in any collusion with respect to the submission of its bid.

8. Required Approvals. A Qualified Bid must include a statement or evidence (i) that the Prospective Bidder has made or will make in a timely manner all necessary filings under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 ("**HSR Filings**"), as amended, if applicable, and pay the fees associated with such filings; and (ii) identifying all required governmental and regulatory approvals and an explanation and/or evidence of the Prospective Bidder's plan and ability to obtain all governmental and regulatory approvals required from and after closing an applicable Sale Transaction and the proposed timing for the Prospective Bidder to undertake the actions required to obtain such approvals. A Prospective Bidder further agrees that its legal counsel will coordinate in good faith with the Debtors' legal counsel to discuss and explain the Prospective Bidder's regulatory analysis, strategy, and timeline for

securing all such approvals as soon as reasonably practicable, and in no event later than the time period contemplated in the Proposed APA.

9. Authorization. A Qualified Bid must include evidence of corporate authorization and approval from the Prospective Bidder's board of directors (or comparable governing body) with respect to the submission, execution, and delivery of a bid, participation in the Auction, and closing of the transactions contemplated by the Prospective Bidder's Proposed APA in accordance with the terms of the bid and these Global Bidding Procedures.
10. Other Requirements. A Qualified Bid shall
 - a. expressly state that the Prospective Bidder agrees to serve as a back-up bidder (a "**Back-Up Bidder**") if such bidder's Qualified Bid is selected as the next highest or next best bid after the Successful Bid (as hereinafter defined) with respect to the applicable Assets;
 - b. state that the bid is formal, binding, and unconditional (except as set forth in an applicable asset purchase agreement ultimately executed by the Debtors); is not subject to any further due diligence; and is irrevocable until the first business day following the close of a Sale Transaction for the applicable Assets;
 - c. with the exception of any Stalking Horse Bid, expressly state and acknowledge that the Prospective Bidder shall not be entitled to any break-up fee, expense reimbursement, or other bid protection in connection with the submission of a bid for the Assets or otherwise participating in the Auction or sale process, unless otherwise granted by the Debtors, in consultation with the Consultation Parties, in accordance with these Global Bidding Procedures and approved by the Bankruptcy Court;
 - d. expressly waive any claim or right to assert any substantial contribution administrative expense claim under section 503(b) of the Bankruptcy Code in connection with bidding for the Assets and/or participating in the Auction;
 - e. not contain any financing or diligence contingencies of any kind;
 - f. be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a time frame acceptable to the Debtors in consultation with the Consultation Parties;

- g. a covenant to cooperate with the Debtors to provide pertinent factual information regarding the Prospective Bidder's operations reasonably required to analyze issues arising with respect to any applicable antitrust laws and other applicable regulatory requirements;
- h. include contact information for the specific person(s) the Debtors should contact in the event they have questions about the Prospective Bidder's bid; and
- i. a covenant to comply with the terms of the Global Bidding Procedures and the Global Bidding Procedures Order.

For the avoidance of doubt, a Stalking Horse Bid is a Qualified Bid that complies with or is exempted from the foregoing requirements.

Notwithstanding the foregoing or anything contained in these Global Bidding Procedures to the contrary, the Debtors reserve the right to, in consultation with the Consultation Parties, consider Landlord Bids (and any bid for less than all of the Assets in a Stalking Horse Bid, each such bid, a "**Partial Bid**," that include Landlord Bids). A Landlord Bid may qualify as a Qualified Bid if such bid complies with the Qualified Bid requirements set forth in Paragraphs 1, 4(b), 6, 7, 9, and 10 of this Section VI.C. For the avoidance of doubt, Landlord Bids shall not be required to include any Adequate Assurance Information with respect to the bidding landlord's ability to perform under its own Lease.

D. Qualified Bidders

A bid received for the Assets that is determined by the Debtors, in consultation with the Consultation Parties, to meet the requirements set forth in Section VI. C above will be considered a "Qualified Bid," and any bidder that submits a Qualified Bid (including any Stalking Horse Bid) will be considered a "**Qualified Bidder**."

The Debtors may, after consulting with the Consultation Parties, amend or waive the conditions precedent to being a Qualified Bidder at any time, in their reasonable business judgment and in consultation with the Consultation Parties, in a manner consistent with their fiduciary duties and applicable law (as reasonably determined in good faith by the Debtors in consultation with their outside legal counsel).

VII.

Bid Review Process

The Debtors will evaluate timely bids, at the direction of the Restructuring Committee and in regular and timely consultation with the Consultation Parties and, may, based upon their evaluation of the content of each bid, engage in negotiations with Prospective Bidders who submitted bids, as the Debtors deem appropriate, in their reasonable business judgment, and in a manner consistent with their fiduciary duties and applicable law. In evaluating the bids, the Debtors may take into consideration the following non-binding factors:

1. the amount of the purchase price and Credit Bid, Landlord Credit, and/or other non-cash consideration, as applicable, set forth in the bid;
2. the Assets included in or excluded from the bid, including any Proposed Assumed Contracts;
3. the value to be provided to the Debtors under the bid, including the net economic effect upon the Debtors' estates, taking into account any Stalking Horse Bidder's rights to any Termination Payment;
4. any benefit to the Debtors' bankruptcy estates from any assumption of liabilities or waiver of liabilities, including the release or replacement of letters of credit;
5. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals;
6. the impact on employees and employee claims against the Debtors;
7. the impact on trade creditors and landlords; and
8. any other factors the Debtors may reasonably deem relevant consistent with their fiduciary duties.

The Debtors, after consultation with the Consultation Parties, will make a determination regarding which bids qualify as a Qualified Bids, and will notify Prospective Bidders whether they have been selected as Qualified Bidders by no later than **January 4, 2019** with respect to the Go Forward Stores and within five (5) days of the applicable Bid Deadline with respect to the all other Assets.

The Debtors reserve the right, in consultation with the Consultation Parties, to work with any Prospective Bidder in advance of the Auction to cure any deficiencies in a bid that is not initially deemed a Qualified Bid. The Debtors, at the direction of the Restructuring Committee and after consultation with the Consultation Parties, may accept a single bid or multiple Partial Bids for non-overlapping Assets such that, if taken together, would otherwise meet the standards for a single Qualified Bid as to any Assets or combinations of Assets that the Debtors determine to auction (in which event those multiple bidders shall be treated as a single Qualified Bidder for purposes of the Auction). Without the prior written consent of the Debtors, after consulting with the Consultation Parties, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the purchase price or otherwise improve the terms of the Qualified Bid.

At the direction of the Restructuring Committee, and after consultation with the Consultation Parties, the Debtors shall make a determination regarding the following:

- (A) the Assets and/or any combination of the Assets to be auctioned by the Debtors, which may include any individual Assets or combinations of Assets, including any Stalking Horse Package (each group of Assets, an “**Auction Package**”);
- (B) the highest or best Qualified Bid (or collection of Partial Bids comprising one Qualified Bid) for each Auction Package (each, a “**Baseline Bid**” and, such bidder or group of bidders, a “**Baseline Bidder**”) to serve as the starting point at the Auction for such Auction Package; and
- (C) which bids have been determined to be Qualified Bids and the Auction Package applicable to such Qualified Bid; provided that the Debtors may permit a Qualified Bidder to bid on more than one Auction Package.

As soon as practicable, but in no event later than the next calendar day, the Debtors will provide copies of each Baseline Bid to the Consultation Parties. The Debtors will consult with the Consultation Parties regarding the designation of Baseline Bids and advise the Consultation Parties of the designated Baseline Bids within one (1) calendar day of the Debtors’ determination of Baseline Bids.

VIII. **Auctions**

With respect to any Stalking Horse Package, if no Qualified Bid other than the applicable Stalking Horse Bid is received by the Bid Deadline, the Debtors will not conduct an Auction for the Stalking Horse Package and shall file with the Bankruptcy Court, serve on the Sale Notice Parties, and cause to be published on the Prime Clerk Website a notice indicating that the Auction for the Stalking Horse Package has been canceled and that the Stalking Horse Bidder is the Successful Bidder with respect to the Stalking Horse Package, and setting forth the date and time of the applicable Sale Hearing.

With respect to Assets not included in any Stalking Horse Package, if only one Qualified Bid is received in respect of such assets by the applicable Bid Deadline, the Debtors may, upon direction from the Restructuring Committee and in consultation with the Consultation Parties, determine to consummate a Sale Transaction with the applicable Qualified Bidder (without conducting an Auction for the applicable Assets) and shall file with the Bankruptcy Court, serve on the Sale Notice Parties, and cause to be published on the Prime Clerk Website a notice identifying the Qualified Bidder and setting forth the terms of the Qualified Bid and the date and time of the applicable Sale Hearing.

Nothing herein shall obligate the Debtors to consummate or pursue any transaction with respect to any Asset.

An Auction, if any, will be conducted at the offices of Weil, Gotshal & Manges, LLP, 767 Fifth Avenue, New York, New York 10153 on **January 14, 2018, at 10:00 a.m. (Eastern Time)** with respect to the Go Forward Stores and not less than twenty-five (25) days following service of the applicable Sale Notice with respect to all other Assets at a location to be

announced, or at such other time and location as designated by the Debtors, consistent with the terms of the DIP ABL Documents, in consultation with the Consultation Parties and providing notice to the Sale Notice Parties. If held, the proceedings of an Auction will be transcribed and/or video recorded.

A. Participants and Attendees

Only Qualified Bidders are eligible to participate in the applicable Auction, subject to other limitations as may be reasonably imposed by the Debtors in accordance with these Global Bidding Procedures. Qualified Bidders participating in an Auction must appear in person at the Auction, or through a duly authorized representative. Auctions will be conducted openly, and the Consultation Parties, their professional advisors, and all creditors will be permitted to attend; provided that the Debtors may, in their reasonable business judgment, and after consultation with the Consultation Parties, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of or accompany each Qualified Bidder and other parties in interest at an Auction.

Each Qualified Bidder participating in an Auction will be required to confirm in writing and on the record at an Auction that (i) it has not engaged in any collusion with respect to the submission of any bid or the Auction and (ii) its Qualified Bid represents a binding, good faith, and bona fide offer to purchase the Assets identified in such bid if selected as the Successful Bidder.

B. Auction Procedures

Auctions shall be governed by the following procedures, subject to the Debtors' right to modify such procedures in their reasonable business judgment, in consultation with the Consultation Parties, and in a manner consistent with their fiduciary duties and applicable law:

1. Baseline Bids. Bidding for each Auction Package shall commence at the amount of the Baseline Bid (or combination of Baseline Bids).
2. Minimum Overbid. Qualified Bidders may submit successive bids higher than the previous bid, based on and increased from the applicable Baseline Bid. The Debtors shall, in consultation with the Consultation Parties, announce at the outset of the Auction the minimum required increments for successive Qualified Bids (each such bid, a "**Minimum Overbid**"). The Debtors may, in their reasonable business judgment, and in consultation with the Consultation Parties, announce increases or reductions to Minimum Overbids at any time during the Auction.
 - a. Stalking Horse Credit for Termination Payment. If a Qualified Bidder who is not a Stalking Horse Bidder bids at an Auction for a Stalking Horse Package, the applicable Stalking Horse Bidder will be entitled to a "credit" in the amount of the applicable Termination Payment to be counted toward its bid. The cash and other considerations proposed by such Qualified Bidder must

exceed the applicable Stalking Horse Bid by the purchase price contained in the Stalking Horse Bid, plus the Termination Payment, by at least the amount of the Minimum Overbid to advance to the next round of bidding. To the extent that a Stalking Horse Bidder submits a competing bid for its Stalking Horse Package, the Stalking Horse Bidder will be entitled to a “credit” in the amount of the applicable Termination Payment to be counted toward its bid and the computation of the Minimum Overbid for bidders to advance to the next round of bidding with respect to the Stalking Horse Package.

3. Highest or Best Offer. After the first round of bidding and between each subsequent round of bidding, the Debtors, after consulting with the Consultation Parties, shall announce the bid that they believe to be the highest or best offer (or combination of offers) for an Auction Package (each such bid, a “**Leading Bid**”). Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the Leading Bid.

Auctions may include open bidding in the presence of all other Qualified Bidders. All Qualified Bidders shall have the right to submit additional bids and make modifications to their proposed agreements at an Auction to improve their bids, including by bidding on additional Assets not included in their original Qualified Bid. The Debtors may, in their reasonable business judgment, and in consultation with the Consultation Parties, negotiate with any and all Qualified Bidders participating in an Auction.

The Debtors shall have the right, after consultation with the Consultation Parties, to withdraw any Assets from an Auction that are not in a Stalking Horse Package and to determine, in their reasonable business judgment, in consultation with the Consultation Parties, which bid is the highest or best bid and reject, at any time, any bid that the Debtors deem to be inadequate or insufficient, not in conformity with the requirements of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, these Global Bidding Procedures, the DIP ABL Documents, any order of the Bankruptcy Court, or the best interests of the Debtors and their estates; except that, if a Stalking Horse Bid as reflected in a Stalking Horse Agreement is the only Qualified Bid received in respect of the applicable Stalking Horse Package, the foregoing shall be inoperative with respect to the Stalking Horse Bid. No attempt by the Debtors to reject a bid pursuant to this paragraph will modify any rights of the Debtors or the Stalking Horse Bidder under any Stalking Horse Bidder under any Stalking Horse Agreement (although the same may be consensually modified during an Auction).

C. Auction Results

1. Successful Bids. Immediately prior to the conclusion of an Auction, the Debtors shall, in consultation with the Consultation Parties, (i) determine, consistent with these Global Bidding Procedures, which Qualified Bids constitute the highest or best Qualified Bids for each of the Auction Packages (each such bid, a “**Successful Bid**”); and (ii) notify all Qualified Bidders at the Auction of the identity of the bidders who submitted the Successful Bids (each such bidder, a “**Successful Bidder**”) and the amount of the purchase prices and other material terms of the Successful Bids.

A Successful Bidder shall, within one (1) business day after the conclusion of the applicable Auction, submit to the Debtors fully executed revised documentation memorializing the terms of the Successful Bid. The Successful Bid may not be assigned to any party without the consent of the Debtors after consulting with the Consultation Parties.

2. Back-Up Bids. Immediately prior to the conclusion of an Auction, the Debtors shall, in consultation with the Consultation Parties, (i) determine, consistent with these Global Bidding Procedures and the DIP ABL Documents, and except as provided in any Stalking Horse Agreement, which Qualified Bid is the next highest or next best Qualified Bid after the Successful Bid for an Auction Package (each such bid, a “**Back-Up Bid**”); and (ii) notify all Qualified Bidders at the Auction of the identities of the Back-Up Bidders and the amount of the purchase prices and other material terms of the Back-Up Bids.

The Back-Up Bids shall remain open and irrevocable until the earliest to occur of (i) the first business day after the consummation of a Sale Transaction with the Successful Bidder for the applicable Asset; (ii) forty-five (45) days after the conclusion of the applicable Auction; and (iii) the release of the applicable Back-Up Bid by the Debtors (such date, the “**Back-Up Bid Expiration Date**”). If the Sale Transaction with a Successful Bidder is terminated prior to the Back-Up Bid Expiration Date, the applicable Back-Up Bidder shall be deemed the new Successful Bidder and shall be obligated to consummate the Back-Up Bid as if it were the Successful Bid at the applicable Auction.

The Debtors will, within two (2) business days after the conclusion of an Auction, or as soon as reasonably practicable thereafter, file with the Bankruptcy Court, serve on the Sale Notice Parties, and cause to be published on the Prime Clerk Website a notice of the results of the Auction (the “**Notice of Auction Results**”), which shall (i) identify the Successful Bidders and Back-Up Bidders; (ii) list all Proposed Assumed Contracts in the Successful Bids and Back-Up Bids; (iii) identify any known proposed assignee(s) of Proposed Assumed Contracts (if different from the applicable Successful Bidder); (iv) list any known Contracts and Leases that may later be designated by a Successful Bidder for assumption and assignment in connection

with a Sale Transaction; (v) to the extent practicable, the governing agreement with the Successful Bidder or drafts thereof; and (vi) set forth the deadline and procedures for filing Adequate Assurance Objections (as hereinafter defined) in response to the Notice of Auction Results.

IX.

Disposition of Good Faith Deposits

A. Prospective Bidders

Within three (3) business days after the applicable Bid Deadline, the Escrow Agent shall return to each Prospective Bidder that was determined not to be a Qualified Bidder, as confirmed by the Debtors, such Prospective Bidder's Good Faith Deposit, plus any interest accrued thereon. Upon the authorized return of such Prospective Bidder's Good Faith Deposit, the bid of such Prospective Bidder shall be deemed revoked and no longer enforceable.

B. Qualified Bidders

1. Forfeiture of Good Faith Deposit. The Good Faith Deposit of a Qualified Bidder will be forfeited to the Debtors if (i) the applicable Qualified Bidder attempts to modify, amend, or withdraw its Qualified Bid, except as permitted by these Global Bidding Procedures, during the time the Qualified Bid remains binding and irrevocable under these Global Bidding Procedures; or (ii) the Qualified Bidder is selected as the Successful Bidder and fails to enter into the required definitive documentation or to consummate a Sale Transaction in accordance with these Global Bidding Procedures and the terms of the applicable transaction documents with respect to the Successful Bid. The Escrow Agent shall release the Good Faith Deposit by wire transfer of immediately available funds to an account designated by the Debtors two (2) business days after the receipt by the Escrow Agent of a written notice by an authorized officer of the Debtors stating that the Qualified Bidder has breached or failed to satisfy its obligations or undertakings.
2. Return of Good Faith Deposit. With the exception of the Good Faith Deposits of Successful Bidders and Back-Up Bidders, the Escrow Agent shall return to any other Qualified Bidder any Good Faith Deposit, plus any interest accrued thereon, ten (10) business days after the conclusion of the Auction.
3. Back-Up Bidders. The Escrow Agent shall return a Back-Up Bidder's Good Faith Deposit, plus any interest accrued thereon, within ten (10) business days after the occurrence of the applicable Back-Up Bid Expiration Date.
4. Successful Bidders. The Good Faith Deposit of a Successful Bidder shall be applied against the cash portion of the purchase price of the Successful Bid upon the consummation of the applicable Sale Transaction.

C. Escrow Instructions

The Debtors and, as applicable, the Prospective Bidder, Qualified Bidder, and/or Back-Up Bidder agree to execute an appropriate joint notice to the Escrow Agent providing instructions for the return of any Good Faith Deposit, to the extent such return is required by these Global Bidding Procedures. If either party fails to execute such written notice, the Good Faith Deposit may only be released by an order of the Bankruptcy Court.

X. Sale Hearing

At one or more hearings before the Bankruptcy Court (each, a “**Sale Hearing**”), the Debtors will seek the entry of orders authorizing and approving, among other things, the following Sale Transactions (each, a “**Sale Order**”), to the extent applicable:

1. if no other Qualified Bid is received by the Debtors in respect of a Stalking Horse Package, a sale of such assets to the applicable Stalking Horse Bidder pursuant to the terms and conditions set forth in the applicable Stalking Horse Agreement; and
2. with respect to any Assets that are auctioned and/or sold by the Debtors pursuant to these Global Bidding Procedures, a sale of such assets to the applicable Successful Bidder(s).

The Debtors may, in their reasonable business judgment, in consultation with the Consultation Parties and the Successful Bidders (including any Stalking Horse Bidder if named a Successful Bidder), and consistent with the terms of the DIP ABL Documents, adjourn or reschedule any Sale Hearing with sufficient notice to the Sale Notice Parties, including by (i) an announcement of such adjournment at the applicable Sale Hearing or at the Auction, or (ii) the filing of a notice of adjournment with the Bankruptcy Court prior to the commencement of the applicable Sale Hearing; provided that nothing herein shall authorize the Debtors to unilaterally extend any date or deadline set forth in any Stalking Horse Agreement.

Any objections to (A) a proposed Sale Transaction, including any objection to the sale of any Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code and/or entry of a Sale Order (a “**Sale Objection**”); (B) the Debtors’ proposed Cure Costs set forth in a Notice of Assumption and Assignment (a “**Cure Objection**”); and (C) provision of adequate assurance of future performance with respect to any Proposed Assumed Contracts or Contracts or Leases that may later be designated for assumption and assignment by a Successful Bidder in connection with a Sale Transaction (an “**Adequate Assurance Objection**”) must (i) be in writing; (ii) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (iii) state, with specificity, the legal and factual bases thereof; (iv) include any appropriate documentation in support thereof; and (v) be filed with the Bankruptcy Court and served on the Objection Recipients by the applicable Sale Objection Deadline.

All Sale Objections not otherwise resolved by the parties shall be heard at the applicable Sale Hearing. Any party who fails to file with the Bankruptcy Court and serve on the Objection Recipients a Sale Objection by the applicable Sale Objection Deadline may be forever barred from asserting, at the Sale Hearing or thereafter, any objection to the relief requested in the Motion with regard to a Successful Bidder, or to the consummation and performance of the Sale Transactions contemplated by any Stalking Horse Agreement, or asset purchase agreement with a Successful Bidder, including the transfer of the Assets to any Stalking Horse Bidder, or Successful Bidder (including any Back-Up Bidder subsequently deemed a Successful Bidder), free and clear of all liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code. Notwithstanding the foregoing, in accordance with the terms of the Global Bidding Procedures Order, the Debtors may, in their discretion, and in consultation with the applicable Counterparty, adjourn Cure Objections to be considered at a later hearing and assign Proposed Assumed Contracts while such objections remain outstanding.

XI.

Consent to Jurisdiction and Authority as Condition to Bidding

All Prospective Bidders and any Stalking Horse Bidder shall be deemed to have (i) consented to the core jurisdiction of the Bankruptcy Court to enter any order or orders, which shall be binding in all respects, in any way related to these Global Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document relating to the Sale Transactions; (ii) waived any right to a jury trial in connection with any disputes relating to these Global Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document relating to the Sale Transactions; and (iii) consented to the entry of a final order or judgment in any way related to these Global Bidding Procedures, an Auction, or the construction or enforcement of any agreement or any other document relating to the Sale Transactions if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

XII.

Reservation of Rights

Except with respect to the procedures (including the deadlines set forth in these Global Bidding Procedures) for consideration of Credit Bids by any insiders or affiliates, the Debtors reserve the right to, in their reasonable business judgment, in a manner consistent with their fiduciary duties and applicable law, and in consultation with the Consultation Parties, modify these Global Bidding Procedures; waive terms and conditions set forth herein with respect to all Prospective Bidders; extend the deadlines set forth herein; announce at the Auction modified or additional procedures for conducting the Auction; alter the assumptions set forth herein; and provide reasonable accommodations to any Stalking Horse Bidder with respect to such terms, conditions, and deadlines of the bidding and Auction process to promote further bids on any Assets (including extending deadlines as may be required for any Stalking Horse Bidder to comply with any additional filing and review procedures with the Federal Trade Commission in connection with its previous HSR Filings), in each case, to the extent not materially inconsistent with these Global Bidding Procedures and the Global Bidding Procedures Order; provided that the Debtors may not extend the December 15, 2018 deadline for the Debtors to secure a Stalking Horse Bidder for Go Forward Stores without permission of the Court, unless

each of the Consultation Parties agrees to such extension; provided further that nothing herein shall grant the Debtors the rights to modify the terms of, or constitute a waiver by the DIP ABL Agents or DIP ABL Lenders of any rights under, the DIP ABL Documents or DIP ABL Orders. **The Debtors shall not be obligated to consummate or pursue any transaction with respect to any Asset.**

All parties reserve their rights to seek Bankruptcy Court relief with regard to the Auction, the Bidding Procedures, and any related items (including, if necessary, to seek an extension of the applicable Bid Deadline). All Consultation Parties will be permitted to seek relief from the Bankruptcy Court on an expedited basis if they disagree with any actions or decision made by the Debtors as part of these Bid Procedures. The rights of all Consultation Parties with respect to the outcome of the Auction are reserved.

XIII. **DIP ABL Orders**

Notwithstanding anything to the contrary contained in this Order or in the Global Bidding Procedures or otherwise: (i) any right of the DIP ABL Agents to consent to the sale of any portion of their collateral as set forth in the DIP ABL Credit Agreement, including, without limitation, any Assets, on terms and conditions acceptable to the DIP ABL Agents, are hereby expressly reserved and not modified, waived or impaired in any way by this order or the Global Bidding Procedures; (ii) unless otherwise ordered by the Court, all cash proceeds generated from the sale of any Assets shall be applied in accordance with the terms and conditions of the DIP ABL Documents, the DIP ABL Orders, and the Prepetition ABL Documents, as applicable; and (iii) nothing in this Order or in the Global Bidding Procedures shall amend, modify, or impair any provision of the DIP ABL Orders, or the rights of the Debtors, the DIP ABL Agents or the DIP ABL Lenders thereunder

XIV. **Sale Is “As Is/Where Is”**

The Assets sold pursuant to these Global Bidding Procedures will be conveyed at the Closing in their then-present condition, **“as is, with all faults, and without any warranty whatsoever, express or implied.”**

Schedule 1

The Go Forward Stores

Count	Store Number	Banner	Name	State	Address	Zip Code
1	2027	Sears	Wasilla	AK	1000 S Seward Meridian Rd	99654
2	2126	Sears	Hot Springs	AR	4501 Central Ave Ste 101	71913
3	1206	Sears	North Little Rock	AR	3930 McCain Blvd	72116
4	1798	Sears	Glendale	AZ	7780 W Arrowhead Towne Ctr	85308
5	3707	Kmart	Lake Havasu City	AZ	1870 Mc Cullough Blvd	86403
6	2218	Sears	Prescott	AZ	3400 Gateway Blvd	86303
7	1728	Sears	Tucson	AZ	4570 N Oracle Rd	85705
8	4996	Kmart	Tucson	AZ	7055 E Broadway St	85710
9	3699	Kmart	Apple Valley	CA	20777 Bear Valley Road	92308
10	7619	Kmart	Atascadero	CA	3980 El Camino Real	93422
11	9608	Kmart	Auburn	CA	2505 Bell Rd	95603
12	1018	Sears	Baldwin Hills	CA	3755 Santa Rosalia Dr	90008
13	7653	Kmart	Big Bear Lake	CA	42126 Big Bear Blvd	92315
14	7756	Kmart	Bishop	CA	1200 N Main St	93514
15	1008	Sears	Boyle	CA	2650 E Olympic Blvd	90023
16	1268	Sears	Buena Park	CA	8150 La Palma Ave	90620
17	1838	Sears	Burbank	CA	111 E Magnolia Blvd	91502
18	3834	Kmart	Burbank	CA	1000 San Fernando Road	91504
19	7165	Kmart	Camarillo	CA	940 Arneill Rd	93010
20	1678	Sears	Carlsbad	CA	2561 El Camino Real	92008
21	3086	Kmart	Chico	CA	2155 Pillsbury Rd	95926
22	1358	Sears	Chula Vista	CA	565 Broadway	91910
23	1098	Sears	Clovis	CA	1140 Shaw Ave	93612
24	7098	Kmart	Concord	CA	5100 Clayton Road	94521
25	4047	Kmart	Costa Mesa	CA	2200 Harbor Blvd	92627
26	2628	Sears	Eureka	CA	3300 Broadway	95501
27	3725	Kmart	Freedom	CA	1702 Freedom Boulevard	95019
28	1208	Sears	Fresno	CA	3636 N Blackstone Ave	93726
29	1088	Sears	Glendale	CA	236 N Central Ave	91203
30	9746	Kmart	Grass Valley	CA	111 W Mc Knight Way	95949
31	1248	Sears	Hayward	CA	660 W Winton Ave	94545
32	2028	Sears	Hemet	CA	2200 W Florida Ave	92545
33	3748	Kmart	Hollister	CA	491 Tres Pinos Road	95023
34	4819	Kmart	Lakeport	CA	2019 South Main	95453
35	9328	Kmart	Long Beach	CA	2900 Bellflower Blvd	90815
36	7390	Kmart	McKinleyville	CA	1500 Anna Sparks Way	95521
37	1748	Sears	Montclair	CA	5080 Montclair Plz Ln	91763
38	1868	Sears	Moreno Vly	CA	22550 Town Cir	92553
39	1168	Sears	No Hollywood	CA	12121 Victory Blvd	91606
40	4421	Kmart	North Hollywood	CA	13007 Sherman Way	91605
41	1508	Sears	Northridge	CA	9301 Tampa Ave	91324
42	3842	Kmart	Oakdale	CA	175 Maag Avenue	95361
43	1968	Sears	Palm Desert	CA	72-880 Hwy 111	92260
44	9551	Kmart	Paradise	CA	6600 Clark Road	95969
45	3501	Kmart	Petaluma	CA	261 N Mc Dowell Blvd	94954
46	3678	Kmart	Ramona	CA	1855 Main Street	92065
47	1818	Sears	Rancho Cucamonga	CA	8250 Day Creek Blvd	91739
48	4349	Kmart	Redwood City	CA	1155 Veteran'S Blvd	94063
49	1788	Sears	Richmond	CA	2300 Hilltop Mall Rd	94806
50	1298	Sears	Riverside	CA	5261 Arlington Ave	92504
51	7175	Kmart	Riverside	CA	7840 Limonite Ave	92509
52	1688	Sears	Salinas	CA	1700 N Main St	93906
53	3412	Kmart	Salinas	CA	1050 North Davis Road	93907
54	1398	Sears	San Bernardino	CA	100 Inland Ctr	92408
55	1478	Sears	San Bruno	CA	1178 El Camino Real	94066
56	1488	Sears	San Jose-Eastridge	CA	2180 Tully Rd	95122

Count	Store Number	Banner	Name	State	Address	Zip Code
57	2088	Sears	Santa Maria	CA	200 Town Ctr E	93454
58	7639	Kmart	Santa Paula	CA	895 Faulkner Road	93060
59	9797	Kmart	Scotts Valley	CA	270 Mt Hermon Rd	95066
60	9153	Kmart	South Lake Tahoe	CA	1056 Emerald Bay Rd	96150
61	3174	Kmart	Stockton	CA	2180 E Mariposa Rd	95205
62	4751	Kmart	Tehachapi	CA	710 West Tehachapi	93561
63	1108	Sears	Temecula	CA	40710 Winchester Rd	92591
64	3127	Kmart	Temple City	CA	5665 N Rosemead Blvd	91780
65	1278	Sears	Torrance	CA	22100 Hawthorn Blvd	90503
66	2059	Sears	Tracy	CA	3350 Naglee Rd	95304
67	1148	Sears	Ventura	CA	3295 E Main St	93003
68	2829	Sears	Victorville	CA	14420 Bear Valley Rd	92392
69	2068	Sears	Visalia	CA	3501 S Mooney Blvd	93277
70	1189	Sears	West Covina	CA	1209 Plz Dr	91790
71	3235	Kmart	West Covina	CA	730 South Orange	91790
72	1149	Sears	Whittier	CA	15600 Whittwood Ln	90603
73	2238	Sears	Yuba City	CA	1235 Colusa Ave	95991
74	1141	Sears	Aurora	CO	14200 E Alameda Ave	80012
75	1221	Sears	Chapel Hills	CO	1650 Briargate Blvd	80920
76	1111	Sears	Colorado Springs	CO	2050 Southgate Rd	80906
77	1467	Sears	Ft Collins	CO	205 E Foothills Pkwy	80525
78	7329	Kmart	Loveland	CO	2665 W Eisenhower	80537
79	4453	Kmart	Pueblo	CO	3415 N Elizabeth St	81008
80	1303	Sears	Danbury	CT	7 Backus Ave (Ex 3 Rt 84)	06810
81	3216	Kmart	Vernon	CT	295 Hartford Turnpike	06066
82	7109	Kmart	Watertown	CT	595 Straits Turnpike	06795
83	4807	Kmart	Bear	DE	301 Governor Place	19701
84	7725	Kmart	Rehoboth Beach	DE	19563 Coastal Hwy, Unit A	19971
85	3873	Kmart	Wilmington	DE	4700 Limestone Road	19808
86	3317	Kmart	Boca Raton	FL	1401 W Palmetto Park Rd	33486
87	7321	Kmart	Bradenton	FL	7321 Manatee Ave West	34209
88	1007	Sears	Brandon	FL	686 Brandon Town Center Mall	33511
89	2485	Sears	Brooksville	FL	13085 Cortez Blvd	34613
90	1125	Sears	Coral Gables	FL	3655 Sw 22Nd St	33145
91	1075	Sears	Daytona Beach	FL	1700 W Intl Speedway Blvd	32114
92	4893	Kmart	Ellenton	FL	6126 Highway 301	34222
93	1195	Sears	Ft Lauderdale	FL	901 N Federal Hwy	33304
94	1495	Sears	Ft Myers	FL	4125 Cleveland Ave Suite 88	33901
95	1345	Sears	Hialeah/Westland	FL	1625 W 49Th St	33012
96	3818	Kmart	Hollywood	FL	3800 Oakwood Blvd	33020
97	9614	Kmart	Key Largo	FL	101399 Overseas Highway	33037
98	2215	Sears	Key West	FL	3200 N Roosevelt Blvd	33040
99	4725	Kmart	Key West	FL	2928 North Roosevelt Blvd	33040
100	3269	Kmart	Lantana	FL	1201 S Dixie	33462
101	2745	Sears	Leesburg	FL	10401 Us Highway 441 Ste 2002	34788
102	9224	Kmart	Marathon	FL	5561 Overseas Hwy	33050
103	3074	Kmart	Miami	FL	14091 S W 88Th St	33186
104	4728	Kmart	Miami	FL	3825 7Th Street North W	33126
105	1365	Sears	Miami/Cutler Rdg	FL	20701 Sw 112Th Ave	33189
106	1456	Sears	Oviedo	FL	1360 Oviedo Blvd	32765
107	1775	Sears	Pembroke Pines	FL	12055 Pines Blvd	33026
108	2145	Sears	Port Charlotte	FL	1441 Tamiami Trl	33948
109	2135	Sears	Sebring	FL	901 Us 27 N Ste 130	33870
110	4355	Kmart	St. Petersburg	FL	4501 66Th Street N	33709
111	1585	Sears	Tallahassee	FL	1500 Apalachee Pkwy	32301
112	1745	Sears	Tampa/Westshore	FL	347 Westshore Plz	33609

Count	Store Number	Banner	Name	State	Address	Zip Code
113	1066	Sears	The Avenues	FL	10302 Southside Blvd	32256
114	7294	Kmart	Vero Beach	FL	1501 U S 1	32960
115	2505	Sears	Gainesville	GA	150 Pearl Nix Pkwy	30501
116	1578	Sears	Aiea Oahu-Pearl Rdg	HI	98-180 Kamehameha Hwy	96701
117	2388	Sears	Hilo(Sur)	HI	111 E Puainako St	96720
118	1681	Sears	Honolulu	HI	1505 Kapioloni Blvd	96815
119	1738	Sears	Kaneohe(Sur)	HI	46-056 Kamehameha Hwy	96744
120	9220	Kmart	Algona	IA	1501 Hwy 169 N	50511
121	7767	Kmart	Charles City	IA	1405 South Grand	50616
122	2422	Sears	Sioux City	IA	4480 Sergeant Rd	51106
123	7033	Kmart	Lewiston	ID	1815-21St St	83501
124	7006	Kmart	Twin Falls	ID	2258 Addison Ave East	83301
125	4381	Kmart	Bridgeview	IL	7325 W 79Th Street	60455
126	4214	Kmart	Des Plaines	IL	1155 Oakton St	60018
127	1640	Sears	Fairview Hts	IL	235 Saint Clair Sq	62208
128	1212	Sears	N Riverside	IL	7503 W Cermak Rd	60546
129	1300	Sears	Oakbrook	IL	2 Oakbrook Ctr	60523
130	2990	Sears	Rockford-Cherryvale	IL	7200 Harrison Ave	61112
131	9124	Kmart	Elwood	IN	1519 State Road 37 S	46036
132	7243	Kmart	Kokomo	IN	705 North Dixon	46901
133	9030	Kmart	Peru	IN	11 Sherwood Square	46970
134	7246	Kmart	Richmond	IN	3150 National Road West	47374
135	7042	Kmart	Valparaiso	IN	2801 Calumet Ave	46383
136	9122	Kmart	Warsaw	IN	3350 U S 30 East	46580
137	1161	Sears	Wichita-Town East	KS	7700 E Kellogg Dr	67207
138	3029	Kmart	Erlanger	KY	3071 Dixie Hwy	41018
139	7255	Kmart	Somerset	KY	411 Russell Dyche Hwy	42501
140	1226	Sears	Metairie	LA	4400 Veterans Mem Blvd	70006
141	4810	Kmart	Metairie	LA	2940 Veterans Blvd	70002
142	7104	Kmart	Acton	MA	252 Main St	01720
143	1213	Sears	Auburn	MA	385 Southbridge St	01501
144	3288	Kmart	Billerica	MA	484 Boston Rd	01821
145	1283	Sears	Braintree	MA	250 Granite St	02184
146	4407	Kmart	Brockton	MA	2001 Main Street	02301
147	1243	Sears	Hanover	MA	1775 Washington St	02339
148	3040	Kmart	Hyannis	MA	768 Iyanough Rd	02601
149	1133	Sears	Leominster	MA	100 Commercial Rd	01453
150	2373	Sears	No Dartmouth	MA	100 N Dartmouth Mall	02747
151	9255	Kmart	Palmer	MA	Wilbraham Road (Sr 20)	01069
152	1053	Sears	Saugus	MA	1325 Broadway	01906
153	3486	Kmart	Somerville	MA	77 Middlesex Ave	02145
154	9692	Kmart	Webster	MA	Route 12	01570
155	1725	Sears	Annapolis	MD	1040 Annapolis Mall	21401
156	3256	Kmart	Baltimore	MD	8980 Waltham Woods Rd	21234
157	1374	Sears	Bel Air	MD	658 Baltimore Pike	21014
158	2774	Sears	Cumberland	MD	1262 Vocke Rd	21502
159	7713	Kmart	Edgewater	MD	3207 Solomons Island Rd	21037
160	2664	Sears	Frederick	MD	5500 Buckeystown Pike	21703
161	3131	Kmart	Frederick	MD	1003 W Patrick St	21702
162	1754	Sears	Gaithersburg	MD	701 Russell Ave	20877
163	1013	Sears	Glen Burnie	MD	7900 Gov Ritchie Hwy	21061
164	3172	Kmart	Hagerstown	MD	1713 Massey Blvd	21740
165	3798	Kmart	Hyattsville	MD	6411 Riggs Road	20783
166	1773	Sears	Salisbury	MD	2306 N Salisbury Blvd	21801
167	4399	Kmart	Silver Spring	MD	14014 Connecticut Ave	20906
168	7673	Kmart	Stevensville	MD	200 Kent Landing	21666

Count	Store Number	Banner	Name	State	Address	Zip Code
169	3021	Kmart	Auburn	ME	603 Center St	04210
170	7133	Kmart	Augusta	ME	58 Western Avenue	04330
171	2203	Sears	Brunswick	ME	8 Gurnet Rd	04011
172	3155	Kmart	Belleville	MI	2095 Rawsonville Rd	48111
173	9557	Kmart	Grayling	MI	2425 S Grayling	49738
174	3819	Kmart	Hastings	MI	802 West State Street	49058
175	1170	Sears	Lansing	MI	3131 E Michigan Ave	48912
176	3841	Kmart	Marshall	MI	15861 Michigan Avenue	49068
177	7031	Kmart	Menominee	MI	1101-7Th Ave	49858
178	7068	Kmart	Midland	MI	1820 S Saginaw Rd	48640
179	9593	Kmart	Oscoda	MI	5719 N US 23	48750
180	3379	Kmart	Waterford Twp.	MI	5100 Dixie Hwy	48329
181	1722	Sears	Bloomington	MN	2000 N E Court	55425
182	9689	Kmart	International Falls	MN	1606 Hwy 11-71	56649
183	3405	Kmart	Minneapolis	MN	10 W Lake Street	55408
184	4351	Kmart	Rochester	MN	201 Ninth St S E	55904
185	3059	Kmart	St. Paul	MN	245 E Maryland Ave	55117
186	9353	Kmart	Crystal City	MO	155 Twin City Mall	63019
187	9520	Kmart	Gulfport	MS	12057-A Highway 49	39503
188	9808	Kmart	Hamilton	MT	1235 North First Street	59840
189	7030	Kmart	Kalispell	MT	2024 Us Hwy 2 E	59901
190	3886	Kmart	Asheville	NC	980 Brevard Road	28806
191	2105	Sears	Burlington	NC	100 Colonial Mall	27215
192	7208	Kmart	Clemmons	NC	2455 Lewisville-Clemmon	27012
193	1475	Sears	Durham	NC	6910 Fayetteville Rd Ste 400	27713
194	1045	Sears	Durham-Northgate	NC	1620 Guess Rd	27701
195	1335	Sears	Greensboro	NC	3200 W Friendly Ave	27408
196	2755	Sears	Jacksonville	NC	344 Jacksonville Mall	28546
197	3744	Kmart	Kill Devil Hills	NC	1091 N Croatan Highway	27948
198	9619	Kmart	Morehead City	NC	4841 Arendell St	28557
199	9549	Kmart	Morganton	NC	110-112 Bost Rd	28655
200	3667	Kmart	Raleigh	NC	8701 Six Forks Road	27615
201	7626	Kmart	Waynesville	NC	1300 Dellwood Road	28786
202	4272	Kmart	Bismarck	ND	2625 State St	58503
203	4057	Kmart	Fargo	ND	2301 S University Dr	58103
204	4022	Kmart	Grand Forks	ND	1900 S Washington St	58201
205	4353	Kmart	Minot	ND	1-20Th Ave S E	58701
206	9319	Kmart	Alliance	NE	1515 W 3Rd	69301
207	1041	Sears	Omaha	NE	7424 Dodge St	68114
208	2023	Sears	Concord	NH	270 Loudon Rd	03301
209	3175	Kmart	Hooksett	NH	1267 Hooksett Rd	03106
210	1313	Sears	Nashua	NH	310 Daniel Webster Hwy Ste 102	03060
211	4448	Kmart	Salem	NH	161 S Broadway	03079
212	7048	Kmart	West Lebanon	NH	200 S Main	03784
213	3438	Kmart	Avenel	NJ	1550 St George Ave	07001
214	7177	Kmart	Belleville	NJ	371-411 Main Street	07109
215	1204	Sears	Freehold	NJ	3710 US Hwy 9 Ste 1100	07728
216	3499	Kmart	Kearny	NJ	200 Passaic Ave	07032
217	9463	Kmart	Somers Point	NJ	250 New Rd (Rt 9)	08244
218	3071	Kmart	Toms River	NJ	213 Highway 37 E	08753
219	4478	Kmart	Trenton	NJ	1061 Whitehorse-Mercervil	08610
220	7602	Kmart	Wall	NJ	1825 Highway 35	07719
221	1434	Sears	Wayne	NJ	50 Route 46	07470
222	3056	Kmart	Wayne	NJ	1020 Hamburg Turnpike	07470
223	4470	Kmart	West Long Branch	NJ	108 Monmouth Rd	07764
224	9413	Kmart	West Orange	NJ	235 Prospect Ave	07052

Count	Store Number	Banner	Name	State	Address	Zip Code
225	3202	Kmart	Westwood	NJ	700 Broadway	07675
226	1684	Sears	Woodbridge	NJ	150 Woodbridge Ctr Ct	07095
227	2597	Sears	Farmington	NM	4601 E Main St	87402
228	7035	Kmart	Farmington	NM	3000 East Main St	87402
229	7016	Kmart	Hobbs	NM	2220 North Grimes St	88240
230	2527	Sears	Las Cruces	NM	700 S Telshor Blvd	88011
231	3301	Kmart	Santa Fe	NM	1712 St Michael'S Dr	87505
232	3592	Kmart	Las Vegas	NV	5051 E Bonanza Rd	89110
233	1328	Sears	Las Vegas(Blvd)	NV	3450 S Maryland Pkwy	89109
234	1668	Sears	Las Vegas(Meadows)	NV	4000 Meadow Ln	89107
235	9589	Kmart	Bath	NY	Plaza 15 Route 415	14810
236	3862	Kmart	Bohemia	NY	5151 Sunrise Hwy	11716
237	9423	Kmart	Bridgehampton	NY	2044 Montauk Hwy	11932
238	7654	Kmart	Bronx	NY	300 Baychester Avenue	10475
239	9420	Kmart	Bronx	NY	1998 Bruckner Blvd	10473
240	3415	Kmart	Buffalo	NY	1001 Hertel Avenue	14216
241	1984	Sears	Buffalo/Hamburg	NY	S 3701 Mckinley Pkwy	14219
242	4871	Kmart	Farmingville	NY	2280 North Ocean Ave.	11738
243	9274	Kmart	Greenwich	NY	West Main St R D #1	12834
244	7065	Kmart	Horseheads	NY	1020 Center Street	14845
245	2744	Sears	Horseheads/Elmira	NY	3300 Chambers Rd	14845
246	1404	Sears	Massapequa	NY	800 Sunrise Mall	11758
247	4034	Kmart	Mattydale	NY	2803 Brewerton Rd	13211
248	7749	Kmart	New York	NY	250 W 34Th St	10119
249	7777	Kmart	New York	NY	770 Broadway	10003
250	2593	Sears	Newburgh	NY	1401 Route 300	12550
251	1894	Sears	Rochester	NY	10 Miracle Mile Dr	14623
252	7676	Kmart	Sidney	NY	171 Delaware Ave	13838
253	1624	Sears	Staten Island	NY	283 Platinum Ave	10314
254	7677	Kmart	Wellsville	NY	121 Bolivar Rd	14895
255	1674	Sears	White Plains	NY	100 Main St	10601
256	9416	Kmart	White Plains	NY	399 Tarrytown Rd	10607
257	1733	Sears	Yonkers	NY	Rte 87(Ny St) & Cross Ct Pkwy	10704
258	9414	Kmart	Yorktown Heights	NY	Rte 118, 355 Downing Dr	10598
259	7383	Kmart	Barberton	OH	241 Wooster Rd North	44203
260	3286	Kmart	Brunswick	OH	3301 Center Rd	44212
261	1410	Sears	Canton	OH	4100 Belden Village Mall	44718
262	1810	Sears	Cincinnati-Eastgate	OH	4595 Eastgate Blvd	45245
263	3013	Kmart	Cleveland	OH	7701 Broadview Road	44131
264	9096	Kmart	Fostoria	OH	620 Plaza Dr	44830
265	7397	Kmart	Grove City	OH	2400 Stringtown Road	43123
266	7644	Kmart	Harrison	OH	10560 Harrison Avenue	45030
267	1081	Sears	Heath	OH	771 S 30Th St	43056
268	7477	Kmart	Marietta	OH	502 Pike Street	45750
269	3243	Kmart	North Canton	OH	1447 N Main St	44720
270	1210	Sears	Polaris	OH	1400 Polaris Pkwy	43240
271	2104	Sears	St Clairsville	OH	Banfield Rd & I-70	43950
272	3142	Kmart	Tallmadge	OH	555 South Ave	44278
273	4782	Kmart	Clinton	OK	2501 Redwheat Drive	73601
274	3839	Kmart	Corvallis	OR	400 North East Circle Blv	97330
275	2179	Sears	Medford	OR	501 Medford Ctr	97504
276	3888	Kmart	The Dalles	OR	2640 West Sixth St	97058
277	2494	Sears	Altoona	PA	5580 Goods Lane Suite 1005	16602
278	9161	Kmart	Berwick	PA	1520 W Front St	18603
279	1711	Sears	Camp Hill	PA	3505 Capitol Hill City Mall Dr	17011
280	3225	Kmart	Chambersburg	PA	1005 Wayne Ave	17201

Count	Store Number	Banner	Name	State	Address	Zip Code
281	7293	Kmart	Clifton Heights	PA	713 E Baltimore Pike	19018
282	3911	Kmart	Columbia	PA	3975 Columbia Ave	17512
283	3737	Kmart	Doylestown	PA	4377 Route 313	18901
284	7192	Kmart	Easton	PA	320 South 25Th Street	18042
285	3266	Kmart	Edwardsville	PA	U S Route 11 Mark Plaza	18704
286	3963	Kmart	Elizabethtown	PA	1605 South Market Street	17022
287	9662	Kmart	Ephrata	PA	1127 S State St	17522
288	4113	Kmart	Erie	PA	2873 W 26Th Street	16506
289	1073	Sears	Exton	PA	222 Exton Square Mall	19341
290	1714	Sears	Greensburg	PA	5256 Route 30	15601
291	3597	Kmart	Holmes	PA	600 Macdade Blvd	19043
292	1644	Sears	Lancaster	PA	200 Park City Ctr	17601
293	7699	Kmart	Lebanon	PA	1745 Quentin	17042
294	7372	Kmart	Leechburg	PA	451 Hude Park Road	15656
295	1654	Sears	Media	PA	1067 W Baltimore Pike	19063
296	7083	Kmart	New Castle	PA	2650 Ellwood Rd	16101
297	1834	Sears	North Wales	PA	600 Montgomery Mall	19454
298	3136	Kmart	Shillington	PA	1 Parkside Ave	19607
299	4713	Kmart	Towanda	PA	Rt #6 Brandford Town Ctr	18848
300	3954	Kmart	Walnutport	PA	400 North Best Ave	18088
301	2114	Sears	Washington	PA	1500 W Chestnut St	15301
302	7374	Kmart	West Chester	PA	985 Paoli Pike	19380
303	1154	Sears	Whitehall	PA	1259 Whitehall Mall	18052
304	3268	Kmart	Wilkes-Barre	PA	910 Wilkes Barre Twp Blvd	18702
305	3390	Kmart	Williamsport	PA	1915 E Third St	17701
306	3810	Kmart	Willow Street	PA	2600 N Willow Street Pike	17584
307	3949	Kmart	Wind Gap	PA	803 Male Rd	18091
308	4732	Kmart	Aguadilla	PR	Road 2 Km 126.5	00605
309	7566	Kmart	Arecibo	PR	State Road 2 Km 80.2	00612
310	7570	Kmart	Bayamon	PR	Plaza Rio Hondo & Comerio Ave	00961
311	7788	Kmart	Bayamon	PR	Pr 167 & Las Cumbres	00957
312	1085	Sears	Caguas	PR	Intsctn St Rd Pr 1 & Pr 156	00725
313	7419	Kmart	Caguas	PR	Rafael Cordero & Hwy 30	00725
314	1925	Sears	Carolina	PR	Carolina S/C	00988
315	7665	Kmart	Carolina	PR	65Th Infantry Ave	00985
316	7446	Kmart	Cayey	PR	Carr Rt #1 - Km 106	00736
317	2085	Sears	Fajardo	PR	State Rd 3	00738
318	9394	Kmart	Fajardo	PR	Eastern Reg'l S/C; State Road #3	00738
319	2675	Sears	Guayama	PR	Road 3 Km.L34.7	00784
320	3853	Kmart	Guayama	PR	Puerto Rico Hwy 3	00784
321	7768	Kmart	Guaynabo	PR	Pr 20 And Esmeralda	00969
322	2355	Sears	Hatillo(Arecibo)	PR	506 Calle Truncado	00659
323	1905	Sears	Hato Rey	PR	Ave F D Roosevelt	00918
324	7783	Kmart	Hato Rey	PR	Pr #22 & Pr #18	00918
325	3993	Kmart	Juana Diaz	PR	State Rd 149&State Rd 584	00795
326	1935	Sears	Mayaguez	PR	975 Hostos Ave Ste 110	00680
327	3882	Kmart	Mayaguez	PR	Pr Rte #2; Km 149.5	00680
328	2385	Sears	Naranjito	PR	El Mercado Plaza	00782
329	1945	Sears	Ponce	PR	Plaza Del Caribe 2050 (Rd 2)	00731
330	7741	Kmart	Ponce	PR	2643 Ponce Bypass	00728
331	4844	Kmart	Rio Piedras	PR	9410 Ave Los Romeros	00926
332	4494	Kmart	Trujillo Alto	PR	200 Carr 181	00976
333	7784	Kmart	Vega Alta	PR	Carr 2, Estatal, Plaza Caribe Mall	00692
334	7752	Kmart	Yauco	PR	Sr 128 @ Sr 2 Km 0.5	00698
335	4016	Kmart	Greenville	SC	Church St Extension	29605
336	7616	Kmart	Lexington	SC	748 W Main Street	29072

Count	Store Number	Banner	Name	State	Address	Zip Code
337	7062	Kmart	Sumter	SC	1143 Broad St	29150
338	4141	Kmart	West Columbia	SC	1500 Charleston Hwy	29169
339	4170	Kmart	Rapid City	SD	1111 E North St	57701
340	1386	Sears	Goodlettsville	TN	1000 Rivergate Pkwy	37072
341	2036	Sears	Jackson	TN	2021 N Highland Ave	38305
342	2265	Sears	Johnson City	TN	2011 N Roan St	37601
343	9621	Kmart	Lebanon	TN	1443 W Main St	37087
344	9735	Kmart	Sevierville	TN	217 Forks Of River Pkwy	37862
345	1387	Sears	Amarillo	TX	7701 1-40 W	79121
346	2487	Sears	Killeen	TX	2000 Killeen Mall	76543
347	4389	Kmart	McAllen	TX	1801 South 10Th Street	78503
348	1629	Sears	Pharr	TX	500 N. Jackson Road	78577
349	2637	Sears	Port Arthur	TX	3100 FM 365	77642
350	1207	Sears	Richardson	TX	201 S Plano Rd	75081
351	1097	Sears	San Antonio	TX	2310 Sw Military Dr	78224
352	1127	Sears	Shepherd	TX	4000 N Shepherd Dr	77018
353	1367	Sears	Waco	TX	6001 W Waco Dr	76710
354	9794	Kmart	St. George	UT	785 S Bluff	84770
355	1284	Sears	Alexandria	VA	5901 Duke St	22304
356	2435	Sears	Charlottesville	VA	1531Rio Rd E	22901
357	3471	Kmart	Chesapeake	VA	2001 South Military Hwy	23320
358	1274	Sears	Chesterfield	VA	11500 Midlothian Tpke	23235
359	1024	Sears	Falls Church	VA	6211 Leesburg Pike	22044
360	2694	Sears	Fredericksburg	VA	100 Spotsylvania Mall	22407
361	2395	Sears	Manassas	VA	8200 Sudley Rd	20109
362	3785	Kmart	Tabb	VA	5007 Victory Blvd	23693
363	2784	Sears	Winchester	VA	1850 Apple Blossom Dr	22601
364	7413	Kmart	Frederiksted	VI	Remainder Matriculate #1	00840
365	3972	Kmart	St. Croix	VI	Sunny Isle S/C, Space #1	00820
366	3829	Kmart	St. Thomas	VI	26 - A Tutu Park Mall	00802
367	7793	Kmart	St. Thomas	VI	9000 Lockhart Gdns S/C; Ste 1	00802
368	1463	Sears	Burlington	VT	155 Dorest St	05403
369	2299	Sears	Aberdeen	WA	1219 S Boone St	98520
370	2049	Sears	Everett	WA	1302 Se Everett Mall Way	98208
371	2329	Sears	Kennewick(Pasco)	WA	1321 N Columbia Center Blvd	99336
372	7034	Kmart	Walla Walla	WA	2200 East Isaacs Ave	99362
373	7648	Kmart	Mauston	WI	800 North Union	53948
374	3692	Kmart	Oconomowoc	WI	1450 Summit Avenue	53066
375	3851	Kmart	Racine	WI	5141 Douglas Ave	53402
376	7649	Kmart	Ripon	WI	1200 West Fond Du Lac St	54971
377	3750	Kmart	Waupaca	WI	830 West Fulton St	54981
378	4442	Kmart	Charleston	WV	6531 Mccorkle Avenue S E	25304
379	3484	Kmart	Elkview	WV	I-79/Us 43 Crossings Mall	25071
380	7139	Kmart	Jackson	WY	510 S Hwy 89	83002
381	1915	Sears	Bayamon	PR	Avenida Aguas Buenas	00959
382	1136	Sears	Riverchase	AL	2500 Riverchase Galleria	35244
383	2288	Sears	Antioch	CA	2600 Somersville Rd	94509
384	1228	Sears	Arden	CA	1601 Arden Way	95815
385	1368	Sears	Concord	CA	1001 Sunvalley Blvd	94520
386	4857	Kmart	Desert Hot Springs	CA	14011 Palm Drive	92240
387	1309	Sears	Downey	CA	500 Stonewood St	90241
388	1758	Sears	Escondido	CA	210 E Via Rancho Pkwy	92025
389	4457	Kmart	Hayward	CA	26231 Mission Blvd	94544
390	1209	Sears	Long Beach	CA	2100 N Bellflower Blvd	90815
391	1378	Sears	Orange	CA	2100 N Tustin St	92865
392	1068	Sears	Palmdale	CA	1345 W Avenue P	93551

Count	Store Number	Banner	Name	State	Address	Zip Code
393	1048	Sears	Pasadena	CA	3801 E Foothill Blvd	91107
394	3368	Kmart	Redlands	CA	1625 W Redlands	92373
395	4371	Kmart	Santa Maria	CA	2875 Santa Maria Way	93455
396	1288	Sears	Stockton	CA	5110 Pacific Ave	95207
397	1271	Sears	Littleton/Denver	CO	8501 W Bowles Ave	80123
398	1281	Sears	Pueblo	CO	3201 Dillon Dr	81008
399	1831	Sears	Thornton	CO	16395 Washington St	80023
400	1443	Sears	Manchester	CT	190 Buckland Hills Dr	06040
401	1853	Sears	Wilmington	DE	4737 Concord Pike	19803
402	1055	Sears	Coral Springs	FL	9565 W Atlantic Blvd	33071
403	3223	Kmart	Fort Walton Beach	FL	200 Irwin N E	32548
404	1175	Sears	Merritt Island	FL	777 E Merritt Island Cswy	32952
405	1485	Sears	Orange Pk	FL	1910 Wells Rd	32073
406	1285	Sears	Orlando-South	FL	8001 S Orange Blossom Trl	32809
407	1765	Sears	Palm Beach Gardens	FL	3101 Pga Blvd	33410
408	2885	Sears	Port Richey	FL	9409 Us Highway 19 N Ste 101	34668
409	1015	Sears	Vero Beach	FL	6200 20Th St Ste 300	32966
410	2845	Sears	Athens	GA	3700 Atlanta Hwy Ste 270	30606
411	1035	Sears	Augusta	GA	3450B Wrightsboro Rd	30909
412	1095	Sears	Douglasville	GA	6580 Douglas Blvd	30135
413	1155	Sears	Kennesaw	GA	400 Ernest W Barrett Pkwy Nw	30144
414	7705	Kmart	Tamuning	GU	404 N Marine Dr Rte 1	96913
415	2148	Sears	Kahului Maui(Sur)	HI	275 Kaahumanu Ave Ste 1000	96732
416	1172	Sears	Bloomington	IL	5 Stratford Sq(Gary & Schick)	60108
417	1840	Sears	Chicago Ridge	IL	6501 95Th St	60415
418	1321	Sears	Peoria	IL	2200 W War Memorial Dr Ste 998	61613
419	1570	Sears	Schaumburg	IL	2 Woodfield Mall	60173
420	1820	Sears	West Dundee	IL	5000 Spring Hill Mall	60118
421	1650	Sears	Merrillville	IN	2300 Southlake Mall	46410
422	1800	Sears	Mishawaka	IN	6501 Grape Rd Us 23	46545
423	1147	Sears	Baton Rouge	LA	6501 Blubonnet Blvd	70836
424	1223	Sears	Brockton-Westgate	MA	200 Westgate Dr	02301
425	3433	Kmart	Holyoke	MA	2211 Northampton St	01040
426	1104	Sears	Marlborough	MA	521 Lynch Blvd	01752
427	1033	Sears	N Attleboro	MA	1009 S Washington St	02760
428	1634	Sears	Baltimore-West	MD	6901 Security Sq Blvd	21244
429	1854	Sears	Parkville	MD	8200 Perry Hall Blvd	21236
430	1304	Sears	Silver Spring	MD	11255 New Hampshire Ave	20904
431	1074	Sears	Waldorf	MD	11170 Mall Circle	20603
432	2183	Sears	So Portland	ME	400 Maine Mall Rd	04106
433	9385	Kmart	Clio	MI	4290 W Vienna Rd	48420
434	1011	Sears	Grandville	MI	3622 Rivertown Pkwy Sw	49418
435	1460	Sears	Livonia	MI	29500 7 Mile Rd	48152
436	9693	Kmart	Marine City	MI	6730 S River Road	48039
437	1192	Sears	Muskegon	MI	5500 Harvey St	49444
438	1760	Sears	Novi	MI	27600 Novi Rd	48377
439	1110	Sears	Portage	MI	6780 S Westnedge Ave	49024
440	1590	Sears	Saginaw	MI	4900 Fashion Square Mall	48604
441	4206	Kmart	Warren	MI	2000 Ten Mile Rd	48091
442	1092	Sears	Westland	MI	35000 Warren Rd	48185
443	1822	Sears	Cape Girardeau	MO	330 Siemers Dr	63701
444	1121	Sears	Independence	MO	18777 E 39Th St S	64057
445	1042	Sears	Joplin	MO	101 N Rangeline Rd	64801
446	1171	Sears	Springfield	MO	2825 S Glenstone Ave	65804
447	1182	Sears	St Peters	MO	3 Mid Rivers Mall Dr	63376
448	1165	Sears	Concord	NC	1480 Concord Pkwy N	28025

Count	Store Number	Banner	Name	State	Address	Zip Code
449	2175	Sears	Greenville	NC	240 Carolina East Mall	27834
450	2515	Sears	Hickory	NC	1940 Us Highway 70 Se	28602
451	1605	Sears	Raleigh	NC	7330 Old Wake Forest Rd	27616
452	2191	Sears	Lincoln	NE	6400 O St	68510
453	1094	Sears	Hackensack	NJ	436 Main St	07601
454	1044	Sears	Jersey Cty/Newport	NJ	50 Mall Dr W	07310
455	1614	Sears	Livingston	NJ	S Orange Ave & Walnut St	07039
456	1494	Sears	Moorestown	NJ	Rt 38 And Lenola Rd	08057
457	1314	Sears	New Brunswick	NJ	51 Us Hwy 1	08901
458	1764	Sears	Rockaway	NJ	Rt 80 & Mt Hope Ave	07866
459	7017	Kmart	Roswell	NM	1705 S Main St	88203
460	1114	Sears	Brooklyn	NY	2307 Beverley Rd	11226
461	4726	Kmart	Jamestown	NY	975 Fairmount Ave	14701
462	1364	Sears	Lake Grove	NY	4 Smith Haven Mall	11755
463	1333	Sears	Poughkeepsie	NY	2001 South Rd	12601
464	4928	Kmart	Queensbury	NY	308 Dix Avenue	12804
465	1924	Sears	Valley Stream	NY	1150 Sunrise Hwy	11581
466	2010	Sears	Mansfield	OH	600 Richland Mall	44906
467	1710	Sears	No Olmsted	OH	5000 Great Northern Mall	44070
468	2390	Sears	Springfield	OH	1475 Upper Valley Pike	45504
469	1120	Sears	Tuttle Crossing	OH	5053 Tuttle Crossing Blvd	43016
470	1224	Sears	Harrisburg	PA	4600 Jonestown Rd	17109
471	3529	Kmart	Pittsburgh	PA	996 W View Park Dr	15229
472	1354	Sears	Willow Grove	PA	2500 W Moreland Rd	19090
473	1595	Sears	Greenville	SC	700 Haywood Rd	29607
474	1795	Sears	Myrtle Beach	SC	1200 Coastal Grand Circle	29577
475	3147	Kmart	Kingsport	TN	1805 E Stone Dr	37660
476	1307	Sears	Abilene	TX	4310 Buffalo Gap Rd	79606
477	1437	Sears	Arlington/Parks	TX	3871 S Cooper St	76015
478	1407	Sears	Beaumont	TX	6461 Eastex Fwy	77706
479	2497	Sears	Brownsville	TX	2320 N Expressway	78526
480	1217	Sears	Corpus Christi	TX	1305 Airline Rd	78412
481	1317	Sears	El Paso	TX	8401 Gateway Blvd W	79925
482	1447	Sears	Hulen	TX	4900 S Hulen St	76132
483	1417	Sears	Humble	TX	20131 Highway 59 N	77338
484	1297	Sears	Hurst	TX	1101 Melbourne Rd Ste 7000	76053
485	2247	Sears	Laredo	TX	5300 San Dario Ave	78041
486	1187	Sears	Mesquite-Town East	TX	3000 Town East Mall	75150
487	1176	Sears	Pasadena	TX	999 Pasedena Blvd	77506
488	1337	Sears	Plano	TX	851 N Central Expwy	75075
489	1427	Sears	Rolling Oaks	TX	6909 N Loop 1604 E	78247
490	2197	Sears	Texas City	TX	10000 Emmett F Lowry Expy	77591
491	1377	Sears	Willowbook	TX	7925 Fm 1960 Rd W	77070
492	1023	Sears	Loudoun/Dulles	VA	21000 Dulles Town Cir	20166
493	1974	Sears	Roanoke	VA	4812 Valley View Blvd Ne	24012
494	3722	Kmart	Burlington	WA	1550 S Burlington Blvd	98233
495	1038	Sears	E Valley	WA	14720 E Indiana Ave	99216
496	2219	Sears	Lacey/Olympia	WA	651 Sleater Kinney Rd Se 1300	98503
497	2309	Sears	Silverdale	WA	10315 Silverdale Way Nw	98383
498	1029	Sears	Spokane	WA	4700 N Division St	99207
499	4147	Kmart	Spokane	WA	4110 E Sprague Ave	99202
500	1139	Sears	Tukwila	WA	400 Southcenter Mall	98188
501	2029	Sears	Union Gap	WA	9 E Valley Mall Blvd	98903
502	2092	Sears	Appleton	WI	4301 W Wisconsin Ave	54913
503	3088	Kmart	Kenosha	WI	4100 52Nd St	53144
504	2232	Sears	Madison-East	WI	43 East Towne Mall C	53704

Count	Store Number	Banner	Name	State	Address	Zip Code
505	1804	Sears	Barboursville	WV	100 Huntington Mall Rd	25504